

1. Scope of application

- 1.1 For all future deliveries and offers of Rollsberg GmbH, Siemensstr. 53b, 25462 Rellingen (hereinafter referred to as "**we/us**" or "**Rollsberg**") for the sale of goods, objects and equipment (hereinafter referred to as "**Goods**"), including any consulting services, other services and work, and information, the following terms and conditions apply exclusively. The Client accepts them upon placing an order, and no later than upon receipt of the first delivery/service, and they will apply for the entire duration of the business relationship.
- 1.2 Deviating conditions on the part of the Client are hereby rejected; these are not deemed accepted, even during execution of the order.
- 1.3 1.3 Our terms and conditions only apply to companies within the meaning of Section 14 BGB (German Civil Code), legal entities under public law, or special funds under public law. Our range of services is exclusively aimed at companies within the meaning of Section 14 BGB (German Civil Code), legal entities under public law, or special funds under public law. No contract is concluded with consumers.

2. Conclusion and amendments of the contract

- 2.1 Our offers are always subject to change, unless otherwise stated in the offer.
- 2.2 Orders are only binding on us if and insofar as we have issued an order confirmation.
- 2.3 Any amendments and additions to the contract must be made in writing in order to be legally valid. In particular, our employees and representatives are not entitled to make verbal agreements on amending the contract. We will only be subject to such ancillary agreements, commitments or other agreements after a written addendum to this effect to our order confirmation.
- 2.4 Information on the construction, suitability, use, processing, weight, dimensions, utility values, resilience, tolerances and technical data of our Goods, in particular, with regard to suitability for a specific purpose, is non-binding and does not exempt the Client from carrying out its own tests and trials.

3. Prices

- 3.1 Our prices are net prices. Unless otherwise agreed in writing, they are in euros plus the VAT applicable on the day of delivery. Unless otherwise agreed in individual cases, the prices apply ex works and plus any delivery costs, shipping costs, packaging costs, freight costs, customs and import duties, and service and assembly costs.
- 3.2 We are not bound by previous prices for new orders (including follow-up orders).
- 3.3 We are entitled to change our prices accordingly if, after conclusion of the contract, before execution of the contract and, at the earliest, four months after conclusion of the contract, costs rise or fall, in particular, due to tariff agreements, changes to the price of materials or unforeseeable additional expenditure on services (for

example, because repair costs increase disproportionately in deviation from the order and in a manner that is unforeseeable when the order is placed). These must be proven at the request of the Client. Irrespective of this, we are entitled to change prices to the appropriate extent if the Client is responsible for delaying delivery or if this falls solely within the scope of risk which it assumes.

- 3.4 In the event of sales in currencies other than euros, the Client will bear the exchange rate risk for deviations from the daily rate at the time payments are received in our accounts relative to the rate used in our conversion. We will immediately request exchange rate differences that affect us to our disadvantage from the Client. These types of receivables are due immediately.

4. Transfer of risk

- 4.1 Upon handover of the Goods to the forwarder, transporter or another carrier, including any carrier of our own, the risk of loss or deterioration will pass to the Client. This also applies for deliveries carriage paid. The Goods are not insured against damage during transport. If we nevertheless take out transport insurance at the express written request of the Client, the Client will bear all costs for this.
- 4.2 If shipping is delayed as a result of circumstances for which the Client is responsible, the risk of loss or deterioration will pass to the Client upon notification that the Goods are ready for shipping.

5. Delivery and service and delivery dates

- 5.1 Unless otherwise agreed in writing, our deliveries are carried out ex works (the place specified by us in the order confirmation is decisive).
- 5.2 Delivery dates confirmed by us are non-binding, unless they are expressly designated as binding.
- 5.3 The Client must fulfil contractual obligations in a timely manner in order for adherence to delivery periods and deadlines to be possible. The delivery period commences after clarification of all details for executing the order and the receipt of all documents and other information required to execute the order, and after receipt of any agreed down payment.
- The delivery period is also deemed to have been fulfilled if the Goods have left our factory at the agreed time or if the Client has been informed they are ready for dispatch, but the Goods could not be dispatched on time through no fault of our own. The same applies to delivery dates.
- 5.4 Notwithstanding Section 286 (2) BGB (German Civil Code), we will only be in default after receipt of a written reminder. If we are in default regarding delivery, the Client must set us a reasonable grace period to carry out the delivery, subject to the legally regulated exceptional cases in which a grace period is unnecessary.
- 5.5 After expiry of the reasonable grace period referred to in Section 5.4 above, the Client is entitled to withdraw from the contract if we are responsible for exceeding the agreed delivery periods. This is not associated with any change in



the burden of proof. The right of withdrawal does not apply if the Goods are dispatched or ready for dispatch when the deadline expires, and this has been indicated to the Client. Withdrawal is also excluded if the Client is solely or largely responsible for the circumstance that would entitle it to withdraw, or if the circumstance, for which we are not responsible, occurs at a time at which the Client is in default of acceptance.

- 5.6 In the event of force majeure and/or other unforeseeable, extraordinary circumstances for which we are not responsible, in particular, war, risk of war, riots, use of force by third parties against persons or property, official interventions, including monetary and trade policy measures, industrial disputes at our company or our suppliers or transport companies, interruptions to planned transport routes, fire, lack of raw materials, lack of energy, and other operational disruptions for which we are not responsible suffered by us or our suppliers, firmly agreed delivery periods and dates will be extended by the duration of the hindrance. This also applies if the above-mentioned hindrances to performance were already present before the conclusion of the contract, but were unknown to us for reasons for which we are not responsible. We will inform the Client immediately of any hindrances of the nature mentioned above. We are entitled to restrict deliveries for the duration of the above-mentioned hindrance and to distribute the available quantities of Goods to all Clients at our reasonable discretion. With regard to the quantities not delivered due to circumstances such as those mentioned above, we are finally released from our delivery obligation insofar as delivery is impossible or unreasonable, or, in particular, significantly impeded or rendered more expensive. If the delay in delivery due to the above-mentioned circumstances lasts longer than four weeks, both parties are entitled to withdraw from the contract. However, the Client may only withdraw from the contract if, upon being asked by the Client, we do not declare within the period of one week whether we wish to withdraw from the contract or carry out the delivery within a reasonable period of time.

- 5.7 If, through no fault of our own, subcontractors ultimately do not deliver to us at all or only partially, despite the fact that we have concluded subcontractor contracts with due diligence, we will be entitled to withdraw from the contract with the Client. Any possible liability on our part will be determined in accordance with Section 9.

6. Acceptance and handover

- 6.1 The Client is obliged also to accept partial deliveries within reason.
- 6.2 The Client will also be in default of acceptance even if the delivery is only offered to it in writing (electronic communications are sufficient). Section 294 BGB (German Civil Code) is therefore waived. The remaining legal requirements for delay in acceptance remain unaffected.
- 6.3 If the Client is in default of acceptance of even a partial delivery, we are entitled, after expiry of a reasonable period to be set by us, to withdraw from the entire

contract or parts thereof and to claim damages in place of performance with regard to the entire contract or parts thereof.

- 6.4 Insofar as we perform work and this must be accepted, it will be deemed to have been accepted if
- (i) the delivery and, if we also owe installation, the installation have been completed,
 - (ii) we have informed the Client of this, with reference to notional acceptance according to this provision, and have asked it to accept this,
 - (iii) since delivery or installation twenty-four working days have passed or the Client has begun to use the item (e.g., has put the delivered Goods into operation) and, in this case, twelve working days have passed since delivery or installation, and
 - (iv) the Client has failed to accept the delivery within this period for grounds other than a defect notified to us which make it impossible to use the Goods or significantly impairs their use.

7. Payment

- 7.1 Unless otherwise agreed, the claims from our invoices are due for payment without deduction within two weeks of the invoice date.
- 7.2 Regardless of any provisions of the Client's to the contrary, we are entitled to first offset payments against older debt on its part. If we make use of our right to determine that payments shall be recognised for different purposes, we will inform the Client of this. If costs and interest have already been incurred, we are entitled to first post the payment against the costs, then against the interest charges, and finally against the principal performance.
- 7.3 The statutory regulation applies to the amount of the default interest.
- 7.4 If the Client does not fulfil its payment obligations in accordance with the contract for reasons for which it is responsible, or if it ceases to make payments or if there is justified concern that the Client's assets will deteriorate significantly or that it is unable to pay, we will be entitled to make the entire remaining debt due.

In this case, we are also entitled to refuse deliveries under other ongoing contracts until all due payments have been made. In this case, we are also entitled to revoke payment terms granted. Further legal rights remain unaffected.

- 7.5 The Client is only entitled to set-off and retention rights should their counterclaims be legally established or recognised by us in writing.
- 7.6 We are not obliged to accept bills of exchange or cheques. If we allow these to be submitted, they will only be accepted as conditional payments, subject to discounting opportunities and against payment of all expenses and bank confirmation, unless the check is guaranteed immediately. We are also not obliged to submit bills of exchange and cheques in good time or to lodge protests.
- 7.7 When commissioning work services, we are entitled to demand reasonable advance payments for installation



and/or repair services that are to be carried out or have already been carried out.

8. Warranty and exclusion of warranty

- 8.1 Merely insignificant reductions in the value or suitability of the Goods do not constitute a defect. In particular, minor deviations in shape and colour, material thickness, weight, load-bearing capacity and resistance to wear, dimensions, and natural wear are insignificant. Deviations within the usual commercial limits are also insignificant.
- 8.2 Furthermore, minor technical and design deviations from descriptions and information in brochures, catalogues and other written documents, as well as model, design and material changes in the course of technical progress, do not constitute a defect.
- 8.3 We only guarantee chemical resistance and certain physical properties of our Goods if this quality has been guaranteed by us in writing and agreed in writing.
- 8.4 If the delivery is defective and the Client requires supplementary performance due to the defect, we may choose to either eliminate the defect ourselves or deliver a defect-free item as a replacement. We are liable for any replacement delivery to the same extent as for the original delivery item. The right of the Client to reduce the price or to withdraw from the contract in the event of supplementary performance ultimately failing remains unaffected. Section 9 below applies to claims for damages and reimbursement of expenses due to defects.
- 8.5 In commercial transactions, the Client must inspect the Goods immediately, at the latest within three days of receipt, and notify us of any complaints in writing without delay. If the Client fails to notify us, this will be considered unconditional approval. Warranty for hidden defects that are not identifiable within the period of three days despite careful examination is excluded if the contracting party does not notify us of them in writing immediately after discovery.
- 8.6 If the Client is a company within the meaning of Section 14 BGB (German Civil Code), but not a merchant within the meaning of HGB (German Commercial Code), 8.5 applies mutatis mutandis.
- 8.7 Warranty is generally excluded when used Goods are sold. Section 9 below applies to claims for damages and the reimbursement of expenses.
- 8.8 Beyond this, warranty claims are excluded if, as a result of reshipment or processing of the Goods we have delivered, or the like, it is no longer possible for us to properly check and determine whether the item is actually defective.
- 8.8 Only the direct Client may make warranty claims against us, and these cannot be assigned.
- 8.9 Sections 478 and 479 BGB (German Civil Code) remain unaffected.
- 8.10 We will only bear the transport costs required for supplementary performance to the extent that they are incurred for supplementary performance at the agreed delivery location.

9. Liability

- 9.1 We are liable for intentional or grossly negligent conduct on the part of our corporate bodies, legal representatives and executives.
- 9.2 Claims for damages due to a slightly negligent violation of non-essential contractual obligations by our corporate bodies, legal representatives and vicarious agents are excluded.
- 9.3 In the event of a slightly negligent violation of essential contractual obligations by our corporate bodies, legal representatives and vicarious agents, as well as any intentional or grossly negligent violation of essential contractual obligations by our ordinary vicarious agents, we are only liable, from any legal point of view, for foreseeable damages typical to the contract and not for distant consequential damages.
- For each individual case, our liability is limited to three times the invoice amount of the delivery in question.
- 9.4 Liability under the Product Liability Act, liability for damage from culpable injury to life, limb and health, as well as the provision in Section 444 BGB (German Civil Code), and also liability from other guarantees, will remain unaffected by the above provisions.
- 9.5 All further contractual or non-contractual claims of the Client are excluded.
- 9.6 The Client is liable to us for all damages arising from the violation of obligations to cooperate.

10. Limitation

- 10.1 Claims of the Client due to defects will expire by limitation one year after delivery of the Goods, or, insofar as acceptance has been agreed, after acceptance. Sections 478 and 479 BGB (German Civil Code) remain unaffected by this regulation.
- 10.2 Claims of the Client for damages on other legal grounds expire by limitation in 18 months. Section 199 (1) and (3) BGB (German Civil Code) apply to the start of limitation.
- 10.3 Insofar as we are liable under Section 9, above, for gross negligence, damage due to culpable injury to life, limb and health and for guarantees assumed, as well as under the Product Liability Act, the statutory statute of limitations applies.

11. Retention of title, pledging

- 11.1 The Goods delivered by us will remain our property until payment of all our existing and future claims from the business relationship with the Client, including any ancillary claims and current account balances (hereinafter "**Retained Goods**").
- 11.2 The Client is entitled to resell the Retained Goods and the objects arising from their processing in the ordinary course of business subject to retention of title. Pledges and assignments of the Retained Goods or assigned receivables are not permitted.



However, the Client will assign the claims arising from the sale or from another legal basis to us as early as this stage, with all ancillary rights and in the amount of our claims. The prices of our last invoices, including taxes and other levies, are decisive. If the Client includes the claim from the resale in a current account agreement with its contractual partners, the current account claim will be assigned in the amount of the gross invoice value. After settlement, its place will be taken by the recognised balance, which will also be assigned in this amount. Authorisation to resell the Retained Goods is excluded if the Client's purchasers have excluded assignment of the claims against them. The Client must exclude its contractual partners from any off-setting and the right of retention to the extent permitted by law.

- 11.3 The Client remains authorised to collect the claim, without prejudice to our authority to do the same. The authorisation is deemed to be revoked in the event of seizure measures by third parties. However, we undertake not to collect the claim as long as the Client meets its payment obligations, is not in default of payment, and, in particular, is not collapsing financially. However, if this is the case, the Client's authority to resell the Retained Goods and to collect the assigned claim will end, and we may demand that the Client provide all information required for the collection of the claim, hand over the associated documents, and inform the debtor that the claim has been assigned.

The Client must forward any amounts received to us immediately, insofar as our claims are due, but otherwise keep these amounts in safekeeping separately for us.

- 11.4 The processing of the Retained Goods is carried out for us as the manufacturer within the meaning of Section 950 BGB (German Civil Code). If the Retained Goods are processed, combined or inseparably mixed with other items that are not our property, we will acquire sole or joint ownership of the new item at the ratio of the value of the Retained Goods to the other processed items at the time of processing. In the event that the combination or mixing is carried out in such a way that the Client's item is to be regarded as the main item, it is hereby already agreed that the Client will transfer sole or joint ownership to us pro rata in accordance with the aforementioned value ratio. The Client will preserve sole ownership or joint ownership for us. Beyond this, the same will apply to the object resulting from the combination or mixing. Subject to the condition of full payment in accordance with Section 11.1, the new Retained Goods or our joint ownership share will be transferred to the Client.
- 11.5 The Client undertakes to store the Retained Goods for us with care and free of charge. It must insure them against the usual risks and hereby assigns to us claims for compensation against insurers or other persons liable to pay compensation, in the amount of the invoice amount. We accept this assignment.
- 11.6 In the event of seizures or other interventions by third parties, the Client is obliged to notify us immediately and to take all security measures which cannot be postponed.

The Client must reimburse us for the costs we incur in asserting our ownership and rights to the claims.

- 11.7 In the event of breach of contract on the part of the Client, in particular, default of payment, the latter will be obliged to return the Retained Goods at our request. Taking the Retained Goods back as mentioned above does not constitute a withdrawal from the contract unless we expressly declare this in writing. After taking back the Retained Goods, we are entitled to sell or exploit them. The proceeds of sale or exploitation are to be offset against the liability of the Client, minus reasonable exploitation costs.
- 11.8 We are obliged to release our securities or claims assigned as security at the request of the Client insofar as the realisable value of the securities exceeds the claims to be secured by more than 20%. We are free to choose which securities to release.
- 11.9 Based on our claims, we will acquire a lien on the Client's property that has come in to our possession as part of the execution of the contract. The lien secures all claims that we have against the Client in connection with the legal relationship which gave rise to us acquiring possession of the item. At the request of the Client, we will re-lease the items subject to the lien at our discretion if the realisable value of the securities to which we are entitled exceeds the total claim to be secured by more than 20%.

12. Obligations to cooperate

- 12.1 You will support us in the provision of our contractual services by collaborating appropriately. For example, you will provide us with the necessary information, data, conditions and circumstances; provide documents, materials, items or access to fulfil the service; give us instructions and approvals without delay; and appoint a competent contact person, who will not be replaced. You must be entitled to carry out the aforementioned actions – in particular, transfers or granting access – and, in particular, no rights of third parties or official provisions may be violated. You will also work to clarify all technical questions and details required to execute the contract and to provide us with all documents required for this. You will ensure that all legal requirements necessary for the delivery or commissioning of Goods or work ordered by you are met, in particular, EC Regulation 438/2009 or the Dual Use Regulation.
- 12.2 Not being entitled to communicate, provide information and objects or transfer ownership in accordance with (1), for example, owing to violations of competition law, data protection law, the law on trademarks and related signs, or any violations of the rights of third parties or official provisions, will constitute non-collaboration. You assure you are authorised to carry out the corresponding actions. We will not carry out any corresponding review. You will indemnify us from and against any claims by third parties against us due to your lack of authorisation and will compensate us for any damage incurred as a result of the claim by the third party, including any legal costs and lawyer's fees incurred for legal defence. The statutory provisions also apply.



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- 12.3 Missing, incomplete, damage-causing or infringing collaboration – for example, by communicating or forwarding incomplete or incorrect information, data, substances or documents, or those not suitable for lawful use – will entitle us to terminate the contract.
- 12.4 If we suffer damage as a result of incorrect collaboration, this will give rise to a claim for damages. In this case, you also indemnify us against all claims by third parties which they assert in connection with collaborative actions carried out by you that were faulty due at least to gross negligence.

13. Final provisions

- 13.1 If the Client is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction is Hamburg (Hamburg Regional Court). This applies exclusively to legal actions against us. However, we are entitled to sue the Client in the court with jurisdiction over its registered office.
- 13.2 It is agreed that substantive German law applies. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 13.3 The place of performance for all obligations arising from the contracts is Rellingén.
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