

§1 General provisions, Scope of application

- (1) Our General Terms and Conditions (GTC) shall be an integral part of all contracts concluded with our customer. They shall apply exclusively unless we have expressly waived their validity in whole or in part in writing. We do not recognize our customer's GTC if they contradict our GTC. Our GTC shall also apply if we execute orders without reservation in the knowledge of deviating terms and conditions of our customer.
- (2) Our GTC shall also apply in their respective current version to all future transactions with our customer. The current version of our terms and conditions can be found on our website **www.helgerit.de** under "Downloads", then under "General Terms and Conditions (GTC)".
- (3) Individual contractual agreements made with our customer that deviate from our GTC shall take precedence over the GTC if they are made in writing or confirmed by us in writing.
- (4) Our GTC shall apply only to entrepreneurs within the meaning of Sections 310(1), 14(1) BGB (German Civil Code).

§2 Conclusion of contract, Offer documents

- (1) Orders of our customer, which constitute an offer in the sense of Section 145 BGB, shall always require our acceptance to take effect. Our customer shall always be bound by their offer for a period of at least two weeks ("Commitment Period"). During the Commitment Period, we shall be entitled to accept orders from our customer by confirming the order or delivering the goods. Our customer shall be entitled to declare a different Commitment Period. If we do not have the ordered goods in stock and if we do not manufacture them, our customer's Commitment Period shall be three weeks if we inform our customer within three working days (Saturdays shall not be considered working days) after we have received their offer. Our customer shall be bound to their offer for the period of the Commitment Period.
- (2) Our offers shall be subject to change and always freely revocable. This shall not apply if we have expressly linked it to a time limit for acceptance or have otherwise bound ourselves to our offer in terms of time.
- (3) If we accept an offer from our customer subject to enhancements, restrictions or other changes, this shall be deemed to be a new offer from us. Our customer's subsequent unconditional acceptance of the goods delivered by us customer shall be deemed to be acceptance of our offer.
- (4) We reserve ownership as well as all rights of use and other rights, in particular copyrights, to illustrations, drawings, calculations and other documents which we have prepared in connection with fulfilling our customer's order. This shall be especially applicable to documents designated "confidential". Our customer shall not be permitted to pass on the goods to third parties unless we have expressly agreed to this in writing beforehand. This shall apply accordingly to tools we manufactured or used to execute an order. These shall remain our property and/or in our possession during the execution of the order as well as after its termination unless otherwise agreed. Our customer shall not be

entitled to take possession of or transfer ownership of the tools in question.

§3 Scope of performance

- (1) The scope of performance shall be defined in our written order confirmation.
- (2) Our customer shall accept deviations in quantity customary in the trade. We shall be entitled to make partial deliveries insofar as their acceptance is reasonable for our customer. Partial deliveries shall be deemed reasonable for our customer in particular if (i) the partial delivery is reasonable and usable for our customer within the scope of the contractual intended purpose even without the missing part of the order, (ii) the delivery of the remaining ordered goods is ensured, (iii) our customer does not incur any additional expenses or costs as a result or we assume them and (iv) our claim for payment regarding the part of the order not yet delivered does not arise before its delivery. Our customer shall be entitled to a (partial) withdrawal concerning the part of the order that has not yet been delivered, subject to the statutory provisions.

§4 Prices and terms of payment

- (1) Unless otherwise stated in our order confirmation, our prices shall apply "ex works"; packaging costs shall be invoiced separately. We reserve the right to change our prices appropriately if, after the conclusion of the contract, cost increases or cost reductions occur for which we are not responsible, in particular, due to collective wage agreements, inflation, changes in energy costs, exchange rates, currency regulations, customs rates or changes in the price of materials, acts of war affecting the contractual relationship with our customer, epidemics, pandemics or comparable events. The increase in our prices shall be deemed reasonable if we pass on to our customer increases in our purchase prices or other costs affecting our customer's order to the same extent. We shall inform our customer appropriately of the cause of cost increases upon request.
- (2) In the case of small order quantities, we shall levy an appropriate minimum-quantity surcharge shown in our quotation or in our order confirmation.
- (3) Our prices do not include the statutory value-added tax valid at the time of invoicing. If the statutory value-added tax changes, we will adjust our prices to the changed amount with effect from when the law changes.
- (4) Our prices are net prices; the deduction of discounts requires a separate written agreement.
- (5) Unless otherwise stated in our order confirmation, our invoices are due for payment without deduction within 14 days of the invoice date. A payment shall only be deemed to have been made when we can dispose of it. The statutory provisions on default of payment shall apply.

§5 Sales tax, Import sales tax

- (1) Insofar as our customer has their registered office outside Germany, they shall be obliged to comply with the European Union's import sales tax. For this, they must inform us of their VAT identification number and, if applicable, of any changes to it unprompted. Upon request, they are obliged to provide necessary information, in

particular information about their capacity as an entrepreneur, the use and transport of the delivered goods, as well as with regard to the statistical reporting obligation.

- (2) Our customer is obliged to reimburse us for any expenses and costs incurred by us due to omitted or defective information about import sales tax.
- (3) A calculation of the sales tax shall only be omitted in cases in which our customer has provided us with all the necessary evidence for a tax exemption in the required form and the conditions for a tax exemption are met.

§ 6 Set-off and right of retention

- (1) Our customer shall only have the right to offset insofar as their counterclaims have been legally established, are undisputed or have been recognized by us.
- (2) Our customer shall only be entitled to exercise a right of retention insofar as their counterclaims are based on the same contractual relationship.

§ 7 Refusal of performance and withdrawal

- (1) We shall be entitled to refuse our performance and, if necessary after setting a deadline, to withdraw from the contract (Section 321 BGB) if it becomes apparent after placing the order or after the conclusion of the contract that our claim for payment is endangered by our customer's lack of ability to pay. This shall apply in particular if sustained seizures or other enforcement measures are taken against our customer or if they have submitted an affirmation in lieu of an oath in accordance with Section 807 ZPO (German Code of Civil Procedure).
- (2) If a continuous business relationship with our customer exists and if we are entitled to due payment claims against them, we shall be entitled, irrespective of any further rights, to refuse our services until our customer has fulfilled our due payment claims.

§ 8 Delivery dates, Self-delivery, Default of acceptance

- (1) Delivery times stated by us that are associated with a restriction (for example, "delivery expected by ..." or "delivery approx..." or similar) serve only as an indication and shall not be regarded as firmly agreed or fixed. Delivery dates shall only be binding if they have been contractually agreed by us, for example in our order confirmation. Compliance with a delivery date promised by us shall furthermore require that our customer has duly and punctually performed all cooperation activities incumbent upon them. This also includes the payment of an agreed down payment. If our customer violates their obligations to cooperate, we shall be entitled to exceed an agreed delivery date to the extent that our contractual services are delayed as a result.
- (2) We reserve the right to adjust delivery dates appropriately, but at most to the extent that we are not supplied on time; this presupposes that we are not responsible for our failure to supply, in particular, that we have concluded a congruent hedging transaction.
- (3) If our customer is in default of acceptance or is otherwise in breach of their obligation to contribute, we shall be entitled to claim damages for any loss that might thus have been incurred, including additional expenditure. In the event of default in acceptance by our cus-

tommer, we shall be entitled to issue an invoice immediately for the goods to be delivered by us. We reserve the right to assert further claims.

- (4) If the conditions of paragraph 3 are met, the risk of accidental loss or accidental deterioration of the goods shall pass to our customer at the point in time at which the customer is in default of acceptance. During our customer's default in acceptance, we shall only be responsible for intent and gross negligence (Section 300 para. 1 BGB).

§ 9 Force majeure and other unavoidable events

- (1) If we are prevented from fulfilling our obligations by force majeure or other unavoidable events for which we are not responsible, such as operational disruptions, delays in delivery by upstream suppliers, non-performance or poor performance by suppliers, terrorist attacks, war or acts of war, epidemics and pandemics, floods, earthquakes and other extraordinary natural events, import and export restrictions, strikes – including insofar as such events affect our suppliers or other contractual partners – the delivery periods and delivery dates provided for the performance of our deliveries shall be extended by the period during which our obstacle to performance exists, to the exclusion of our customer's warranty, rescission, withdrawal, compensation and other claims arising from and in connection with our obstacle to performance. We shall inform our customer without delay of any such impediment to performance and its expected duration.
- (2) The above provisions shall also apply if the events occur at a time when we are already in default and our customer has not yet validly exercised any rights to which they may be entitled against us as a result thereof.
- (3) If the impediment to performance lasts longer than three months, both we and our customer may withdraw from the contract. We shall immediately reimburse our customer for any counter-performance already rendered, insofar as we are not entitled to (partial) remuneration. Our customer shall not be entitled to any claims for damages.

§ 10 Transfer of risk, Transport insurance

- (1) Unless otherwise stated in the order confirmation, delivery "ex works" shall be deemed agreed.
- (2) At our customer's request, we shall take out transport insurance for the delivery; our customer shall bear the costs incurred in this respect.

§ 11 Duty to inspect and liability for defects

- (1) Claims for defects on the part of our customer presuppose that the customer has duly complied with the duties of inspection and notification of defects owed by them in accordance with Section 377 HGB (German Commercial Code). In particular, our customer shall be obliged towards us to inspect goods purchased from us for the existence of any material defects within the meaning of Section 434 para. 1 to 4 BGB immediately after delivery by us and before any installation in or attachment to another item and, if a defect becomes apparent, to notify us before any installation or attach-

ment of our goods.

- (2) If the goods delivered by us, in particular in the case of special articles or custom-made products, comply with the subjective requirements within the meaning of Section 434 para. 2 BGB, in particular, the quality agreed with our customer, our customer shall not be entitled to assert any rights against us due to deviations of the goods from the objective requirements of the goods within the meaning of Section 434 para. 3 BGB. Our customer must accept deviations in quality that are customary in the trade.
- (3) Insofar as a defect is asserted in the goods delivered by us, our customer shall make the goods in question available to us for inspection at our place of business. In the event of a defect, we shall be entitled to choose between subsequent performance in the form of rectification of the defect or delivery of a new item free of defects.
- (4) In the event we are obliged to subsequent performance, we shall bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs as well as the necessary expenses for the removal of the defective item and the installation or fitting of the repaired or delivered defect-free item. A duty to compensate for the aforementioned expenses shall otherwise only exist insofar as their incurrence is reasonably necessary and reasonable according to objective standards, taking into account the interests of both parties.
- (5) If the subsequent performance fails, our customer shall be entitled, at their option, to withdraw from the accompanying contract or to reduce the agreed price appropriately.
- (6) A rectification of defects shall be deemed to have failed after the second unsuccessful attempt unless the nature of the item or the defect or other circumstances indicate otherwise.
- (7) The limitation period for claims for defects shall be 12 months, calculated from the delivery of the goods (transfer of risk). If we are liable pursuant to Section 12 para. 2 for culpably caused injury to life, body or health or pursuant to Section 12 para. 3 for other damage caused intentionally or by gross negligence, the limitation period shall be two years from the passing of risk.
- (8) The provisions of Sections 478, 479 BGB remain unaffected.

§ 12 Liability, Compensation

- (1) We shall be liable in full for damages arising from injury to life, limb or health that are based on our own intentional or negligent breach of duty or an intentional or negligent breach of duty by our legal representatives or vicarious agents.
- (2) We shall be liable without limitation for other damage caused by our own intentional or grossly negligent breach of duty or by an intentional or grossly negligent breach of duty by our legal representatives or vicarious agents.
- (3) For the remaining damages, we shall generally be liable for any culpable breach of material contractual obligations (cardinal obligations), unless we can exempt ourselves from liability by virtue of commercial custom.

Material contractual obligations are obligations that protect our customer's legal positions that are material to the contract, i.e. those rights that the contract is intended to grant our customer according to its content and purpose. Furthermore, they are obligations the fulfilment of which makes the proper execution of the contract possible in the first place and on the compliance with which our customer regularly relies and may rely. In these cases, our liability shall be limited to the compensation of foreseeable damages typical for the contract.

- (4) Liability under the Product Liability Act remains unaffected.
- (5) We are fully liable in the event of fraudulent concealment of a defect or assumption of a guarantee for the quality of a delivered item.
- (6) For the rest, our liability shall be excluded.
- (7) Any contributory negligence on the part of our customer as a result of insufficient provision of cooperation services, delayed notification of damage, a result of organizational errors or for other reasons shall be imputed to our customer.
- (8) Our customer is obligated to notify us immediately in writing and in advance by telephone or email of any damage within the meaning of the above provisions and to have it recorded by us so that we are informed as early as possible and, if necessary, can work with our customer to mitigate the damage. A breach of this duty to inform may lead to a reduction or exclusion of the claim for damages.

§ 13 Limitation

Claims for damages due to breaches of duty that are not caused by a defective delivery by us (cf. in this respect Section 11 para. 7 above) shall become statute-barred within 18 months from the statutory commencement of the limitation period unless claims due to injury to life, limb or health or due to intentional or grossly negligent breaches of duty or due to the culpable breach of material contractual obligations on our part, on the part of our legal representatives or vicarious agents are concerned.

§ 14 Third-party rights

If deliveries are made according to drawings or other specifications of our customer and if third-party rights are infringed thereby, our customer shall indemnify us against all claims arising therefrom. Our customer shall bear all costs incurred by us from defending against such claims.

§ 15 Retention of title

- (1) We retain title to the goods delivered by us until all existing and future claims arising from the business relationship with our customer have been satisfied. If we justifiably withdraw from the contract in whole or in part, in particular, due to default of payment by our customer, we shall be entitled to reclaim our property immediately.
- (2) Our customer shall be obligated to treat the goods delivered to us with care, to store them carefully and to mark them as our property as long as ownership has not yet passed to them (hereinafter also referred to as "Reserved

Goods"). In particular, they are obliged to sufficiently insure the reserved goods at their own expense against fire, water and theft damage at replacement value. Our customer shall provide us with an inventory of our property upon request. Our customer shall also inform us immediately if there is a significant reduction in the value of the reserved goods, for example as a result of damage or loss.

- (3) In the event of seizures or other interventions by third parties, our customer must notify us immediately in writing as long as ownership has not yet passed to them, so that we can take defensive measures in good time, in particular file an action in accordance with Section 771 ZPO. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of these measures, in particular of a lawsuit pursuant to Section 771 ZPO, our customer shall be liable for the expenses we incur.
- (4) Our customer shall be entitled, as long as they are not in default of payment, to resell goods subject to retention of title in the ordinary course of business; however, they assign to us here and now all claims in the amount of the final invoice amount (including value added tax) of our claims, which arise for them from the resale or from any other legal basis (claim against an insurance company, against third parties in tort or similar) with regard to the goods subject to retention of title against their customers or against third parties. This shall apply regardless of whether our goods have been resold without or after processing. Our customer shall remain authorized to collect these claims even after the assignment. Our authority to collect the claims ourselves shall remain unaffected by this. However, we undertake not to collect the claims as long as our customer meets their payment obligations to us from the proceeds collected in due time, in particular not defaulting on payment. If these conditions are not met, we shall be entitled to collect the claim and may demand that our customer informs us of the assigned claims and their debtors, provides all information required for collection, hands over the relevant documents and informs its debtors (or third parties) of the assignment to us.
- (5) The combination, mixing, processing or transformation of the reserved goods we delivered by our customer shall always be carried out for us. If the goods subject to retention of title are combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivered goods (final invoice amount including VAT) to the other processed items at the time of processing.
- (6) If goods delivered by us are inseparably combined with other objects not belonging to us within the meaning of Section 947, 948 BGB, we shall acquire co-ownership of the new object in the ratio of the value of the delivered goods (final invoice amount including VAT) to the other mixed or combined objects at the time of mixing or combination. If the mixing or combination is carried out in such a way that our customer's item is to be regarded as the main item, it shall be deemed agreed that our customer transfers co-ownership to us on a pro-rata basis.

- (7) The provisions set out in paragraphs 1 to 4 shall apply mutatis mutandis to the item resulting from processing or combination. Our customer shall hold our (co-)ownership created in accordance with paragraphs 5 or 6 in safe custody for us.
- (8) Our customer also assigns to us the claims to secure our claims against them which accrue to them against a third party through the connection of the delivered goods with a property.
- (9) Our customer is not permitted to pledge or assign our goods as security.
- (10) We undertake to release the securities to which we are entitled at the request of our customer to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released shall be at our discretion.

§ 16 Delivery on demand

- (1) The goods to be delivered shall be called off within the agreed period, if no period has been agreed, within a reasonable period, however, at the latest within one year from the conclusion of the contract.
- (2) If our customer does not call off the goods to be delivered in due time, our purchase price claim shall become due immediately. As a result of our literal offer of the performance to be rendered by us to them or by our unsuccessful request to call, our customer shall otherwise be in default of acceptance.
- (3) If our customer does not call off the total delivery quantity to be called off by them in due time, the above provisions shall apply accordingly.

§ 17 Ancillary agreements – Written form

No verbal collateral agreements have been made. Any amendments or supplements to these GTC, including the waiver of the written form requirement, must be made in writing and expressly refer to these GTC in order to be effective.

§ 18 Severability clause Jurisdiction, Applicable Law, Place of Performance

- (1) If provisions of these GTC are or become invalid, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid provisions.
- (2) If our customer is a merchant, a legal entity under public law or a special fund under public law, our place of business shall be the place of jurisdiction; however, we shall also be entitled to sue our customer at its general place of jurisdiction.
- (3) The law of the Federal Republic of Germany shall apply; the validity of the UN Convention on Contracts for the International Sale of Goods is excluded.
- (4) Unless otherwise stated in the order confirmation or in other agreements with us, our place of business shall be the place of performance.