

## GENERAL TERMS AND CONDITIONS FOR PRODUCTS AND COMPONENTS (PURCHASE CONTRACT, B2B) OF WAGNER GROUP GMBH AND AFFILIATED GROUP COMPANIES

### § 1 Scope

1. These terms and conditions apply to all business relationships in which WAGNER Group GmbH, Langenhagen, or affiliated companies that are located in the Federal Republic of Germany act as the seller of products or components ("Seller") and their respective contractual partners act as buyer ("Customer").

2. The Customer's General Terms and Conditions shall not form part of the contract, even if these are known or if the Seller does not object to them, unless the Seller expressly consents to their validity in writing. Even if the Seller makes reference to a letter containing the Customer's terms and conditions or those of a third party or which makes reference to them, this shall not constitute agreement to the validity thereof.

### § 2 Quotation and Conclusion of Contract

1. The object and scope of the contract are laid out in the individual contract.

2. The Seller's quotations are non-binding and the prior sale is reserved. Verbal agreements, promises, assurances or certain purchasing characteristics of the Seller, in particular statements made by its employees in connection with the conclusion of the contract, shall only become binding by way of an express written confirmation.

3. The agreed delivery dates shall only be binding if these are expressly confirmed by the Seller in writing as a fixed date.

4. All indications such as dimensions, weights, illustrations, descriptions, plans and drawings in sample books, price lists etc. are only approximate, albeit as close as possible, and shall as such not be binding for the Seller. Models, drawings, planning documents, illustrations, graphics and sketches in any form shall remain the property of the Seller. The Seller is entitled to prepare and distribute planning documents, drawings, graphics etc. prepared for the Customer to other customers, unless agreed otherwise in the contract. The Seller is entitled to add an appropriate indication of origin and copyright on all order-related products.

5. With the order of a commodity, the Customer declares his binding intent to purchase the product. The Seller shall examine the contractual offer in the order within a reasonable period of time after receipt. Acceptance shall be made in text form as a confirmation of order.

6. Delivery periods only commence at the time that the Customer

receives a written confirmation of order from the Seller.

7. The export of the Seller's products out of the Federal Republic of Germany requires the express prior written consent of the Seller. The corresponding particularities such as type of packing, export conditions, shipping method and shipping costs shall be agreed separately.

### § 3 Documents provided

The Seller shall retain ownership rights and copyrights to all documents provided to the Customer in connection with the order, such as calculations, drawings, plans and documentation. These documents may not be made accessible to third parties unless the Seller has given the Customer his express written consent.

### § 4 Prices and Terms of Payment

1. Unless agreed otherwise in writing, prices are quoted in Euro (€) ex works in accordance with the currently valid Incoterms based on FCA, excluding packing and plus statutory value added tax to the applicable amount. Packaging costs shall be invoiced in accordance with the expenses incurred. Further individual regulations regarding the carrier and the freight costs and transport insurance may be regulated in each individual case on behalf of and at the expense of the customer.

2. The payment of the purchase price shall be made exclusively by bank transfer to the account specified in the Seller's invoice. The deduction of discounts or different means of payment (including crossed cheque) is only admissible upon separate written agreement.

3. Unless agreed otherwise, the purchase price shall be paid within 10 working days (excluding Saturdays) after invoicing. This payment term is fixed, non-adherence will result in the Customer being in arrears. In this respect, the Seller shall not be obliged to give the Customer any specific warning. The Seller is entitled to charge the Customer interest on arrears of 8 % above the applicable base interest rate. The Seller reserves the right to claim compensation for any additional damages caused by the delay.

4. If no fixed price agreement has been made, the Seller reserves the right to make reasonable price adjustments due to changes in wage, material and distribution costs for deliveries made 3 or more months after conclusion of the contract. In the case of a fixed price arrangement and in the case of a long-term contractual relationships, the Seller is entitled to make the aforementioned price adjustments every 12 months. In this case, the parties to the contract must conclude an addendum by mutual agreement.

5. The Customer is only entitled to offset if his counterclaims have been legally established with res judicata effect or have

been acknowledged by the Seller in writing. The Customer is only entitled to exercise a right of retention if his counterclaim originates from the same contractual relationship.

6. If the Seller becomes aware of circumstances which would appear to considerably diminish the creditworthiness of the Customer, if justified doubts arise as to his solvency or if payment terms are not met, then the Seller may claim immediate payment of all claims or request that security be provided. In these cases, the Seller is also entitled to withdraw from the contract without notice. The Customer must, at the Seller's discretion, release all security provided to the Seller to the extent that it exceeds the value of its total claims by more than 25%.

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## § 5 Retention of Title

1. All the goods delivered shall remain the property of the Seller until full payment of all claims arising from the Seller's business relationship with the Customer. This shall also apply to all future deliveries. Any processing or reforming shall always be carried out for the Seller as the manufacturer, but without entailing any obligation for the Seller. If the Seller's (co-)ownership lapses by force of law due to combination or mixing, it is hereby agreed that the Customer's (co-)ownership of the combined object shall be assigned to the Seller proportionally (in proportion to the invoice value). The Customer shall grant (co-)ownership to the Seller at no charge. The goods of which the Seller is entitled to (co-)ownership are hereinafter referred to as "Reserved Goods".

2. The Customer is entitled to sell the Reserved Goods in the ordinary course of business as long as he is not in arrears. Attachments or collateral assignments are not admissible. The Customer shall be fully liable to the Seller in the event of a breach of duty.

3. As long as they are not in arrears, the Customer is entitled to resell the Reserved Goods or processed products only upon agreement of retention of title with his customer for the purposes of securing the Seller's retention of title. Pledging or collateral assignments are not admissible. The Customer hereby assigns the claims from the resale or subletting of the Reserved Goods arising from the resale or another legal cause with regard to the Reserved Goods to the Customer.

4. If the Reserved Goods are seized by a third party, the Customer shall indicate the Seller's ownership and shall notify the Seller immediately. The Customer must compensate any costs and damages.

5. In case of a breach of contract by the Customer, in particular in the event of payment arrears, the Seller shall be entitled to repossess the Reserved Goods or to demand the assignment of any recovery claims. If the Seller takes back or pledges the Reserved Goods, this shall not constitute a withdrawal from the contract.

6. The Customer is obliged to treat the goods with care. As long as the Seller's ownership right exists, the goods must be protected against loss and depreciation, the risk of vandalism, fire, theft and transportation as well as against water damage. In individual cases, the Seller shall request corresponding insurance coverage with regard to the aforementioned damages. If servicing and inspection work must be conducted, the Customer shall conduct this promptly at their own cost.

7. With regard to claims from the retention of title, ownership by way of security and payment arrears, the Customer may not argue that he needs the goods for special reasons, in particular to continue conducting his business.

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## § 6 Delivery/Time of Delivery

1. The agreed delivery period shall begin subject to the timely and proper fulfillment of all obligations and duties (in particular the obligation to cooperate) of the Customer. The defense of failure to perform the contract is reserved.

2. The Customer is obliged to accept the ordered goods. If the Customer is to collect the goods from the Seller, then the Customer must collect them immediately or on the date stated in the notification of availability. If the Customer delays acceptance or culpably breaches other obligations to cooperate, then the Seller is entitled to claim compensation for any loss incurred, including any additional expenses (such as storage costs). The right to further claims is reserved. If the aforementioned conditions apply, then the risk of accidental destruction or accidental deterioration of the object of sale or the goods shall pass to the Customer from the time that he is in arrears of acceptance or payment.

3. The risk of accidental destruction or accidental deterioration of the goods shall pass to the Customer upon handover of the goods, and in case of shipment upon delivery of the goods to the forwarding agent, the freight carrier, or any other person designated to carry out the shipment, but no later than when they leave the Seller's factory/warehouse on FCA basis. This shall apply regardless of whether the shipment of goods is made from the place of fulfilment or who is to bear the shipping costs. If the shipment is delayed at the Customer's request, the risk shall pass to them upon notification of readiness for shipment and the Seller shall store the goods at the Customer's expense.

4. The Seller may choose the shipment type and the shipment route. Partial deliveries that are reasonably acceptable to the Customer are permissible. Other delivery options exist, according to the currently valid Incoterms and on behalf of and at the expense of the customer. Deviating provisions shall be agreed by the parties separately.

5. The Seller shall not be liable for delays in deliveries and services due to force majeure and other unforeseeable events that make

performance thereof significantly more difficult or impossible for the Seller, including in particular war, strikes, lockouts, official directives, even if they occur at the Seller's manufacturers, suppliers or their suppliers, even in the event of deadlines and dates agreed with binding effect. The Seller shall in such cases be entitled to postpone the delivery and/or service by the duration of the impediment plus an appropriate initial period or to withdraw from the contract, in whole or in part, on the grounds of the as yet unfulfilled part.

6. If the Customer requests any change to the object of delivery prior to delivery, the delivery period shall be suspended from the end of the day on which the design is notified until complete fulfilment of all the Customer's obligations to cooperate as well as to completion of the change process; the Seller is entitled, in the event of such subsequent changes, to modify the delivery periods, prices and any special contract features accordingly.

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### **§ 7 Warranty and Notice of Defects**

1. The Customer's warranty rights are conditional upon due timely performance of their obligations concerning inspection of goods and notification of defects, pursuant to § 377 of the German Commercial Code (HGB). The Customer must inspect the goods, within 3 working days of obtaining the power of disposition, for obvious defects (especially completeness, transportation damage) and notify the defects discovered in writing immediately. In the case of hidden defects, the written notification must be made within 3 working days of determining the defect, but no later than 6 (six) months of arrival/acceptance of the goods. Transportation damage must be notified to the shipping company immediately upon receipt of the goods.

2. If, despite all care taken, the delivered goods exhibit a defect that already existed at the time of transfer of risk, the Seller may choose to repair or replace the goods, subject to prompt notification. The Seller shall be entitled to a reasonable period for supplementary performance. The written consent of the Seller must be obtained prior to returning the goods. Should subsequent performance fail twice, the Customer shall be entitled to withdraw from the contract or reduce payment, without prejudice to any claims for damages.

3. If the Customer requests damages following failed supplementary performance, the Customer shall retain the goods if this is reasonable. Compensation shall be limited to the difference between the purchase price and the value of the defective item. This shall not apply in the event of fraud on the part of the Seller.

4. Warranty claims shall be excluded in cases of insignificant deviation from the agreed quality, minor impairment of usability, natural wear and tear or for damage caused after the transfer of risk due to improper or negligent handling, modification of the item, unauthorized self-remedy, excessive strain, unsuitable

operating materials, defective construction works or installation, inappropriate environment or due to specific external influences not provided for in the contract. Moreover, no warranty claims can be made as a result of improper maintenance works or modifications carried out by the Customer or third parties, or for any consequences therefrom.

5. The Customer has no legal claims to reimbursement of expenses (particularly transportation, travel, labor and materials costs) incurred in relation to supplementary performance insofar as these expenses increase as a result of the goods delivered to the Customer having been subsequently delivered to a location other than the agreed place of delivery, unless such movement is in keeping with the intended use of the goods.

6. Claims for defects shall expire 12 months after delivery/acceptance of the goods supplied by the Seller to the Customer. The statutory limitation period shall apply for compensation claims in cases of willful conduct or gross negligence and in cases of personal injury relating to an intentional or negligent breach of duty by the user. The Customer shall receive no guarantees in the legal sense from the Seller.

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### **§ 8 Liability**

1. The Seller shall be liable under statutory provisions, in consideration of the following:

2. The Seller's contractual and non-contractual liability is limited to willful conduct and negligence, insofar as it does not concern a violation of an essential contractual obligation or a personal injury. The same shall apply for the liability of their vicarious agents or legal representatives. Liability under the product liability law and liability for written guarantees remains unaffected. For damages related to a lack of the guaranteed properties or longevity that do not directly affect the goods, the Seller is only liable if the risk of such damage is obviously included in the warranty on properties and longevity. For slightly negligent breaches of duty, liability shall be limited to those damages that are foreseeable and typical for the contract.

3. The Seller shall not be liable for damages caused by non-compliance with stated instructions. This also applies in the event that the Customer does not comply with operational conditions that may be laid out in the documentation of specific products. If the Seller remedies defects for which they are not liable, all the costs incurred must be reimbursed to the Seller.

4. The Seller shall not be liable for lost profits, loss of savings and other indirect and direct consequential damage.

5. In the case of significant breaches of duty and in the case of breach of the duty to cooperate by the Customer, the Seller's liability is excluded.

6. Liability is limited to the simple order value.

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## § 9 Miscellaneous

1. This contract, as well as the entire legal relationship between the parties, is subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention for the International Sale of Goods (CISG) and other rules of private international law.

2. The sole place of jurisdiction for all disputes is the Seller's place of business, unless agreed otherwise in writing. The same applies if the Customer does not have a general place of jurisdiction in Germany or their domicile or usual place of residence is not known at the time the complaint is filed. The Seller is also entitled to institute legal proceedings against the Customer at the Customer's place of jurisdiction.

3. Changes to these terms and conditions must be made in writing to be valid. This also applies to any waiver of the written form requirement.

4. WAGNER Group GmbH shall not participate in any dispute resolution proceedings before an arbitration board, nor is it obliged to do so.

5. The European Union has established an online platform (OS Platform) for settlement of consumer disputes out of court, to which you may refer. The platform can be found at: <https://web-gate.ec.europa.eu/odr/>

6. Should individual provisions of the contract with the Customer, including these General Terms and Conditions, be or become invalid, in whole or in part, then this shall not affect the validity of the remaining provisions. The entirely or partially invalid provisions shall be replaced by a provision designed to most closely meet the business intent of the invalid provision.