General Terms and Conditions of Sale and Delivery of Köttermann GmbH

As of: 01.04.2026

1. Scope

1.1 These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "Terms and Conditions") govern the legal relationship between Köttermann GmbH (hereinafter referred to as "Köttermann") and its customers with regard to all current and future contracts for the sale and/or delivery of movable goods ("**delivery** item"; "goods" or "products"), regardless of whether Köttermann manufactures the delivery item itself or purchases it from suppliers.

1.2 These Terms and Conditions apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that Köttermann has expressly agreed to their validity. This requirement of consent shall also apply if the customer refers to its general terms and conditions in the context of the order and Köttermann does not expressly object to them.

1.3 These Terms and Conditions apply only to entrepreneurs within the meaning of the German Civil Code (BGB), legal entities under public law or special funds under public law.

1.4 Individual agreements made with the customer in individual cases (e.g. framework agreements, including subsidiary agreements, supplements and amendments) and information on Köttermann's order confirmations shall in any case take precedence over these Terms and Conditions. Statements made by Köttermann personnel are only binding on Köttermann if they are confirmed in writing or in text form by a person authorised by Köttermann. In case of doubt, trade clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

1.5 Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these Terms and Conditions includes written and text form (e.g. letter, e-mail). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected.

1.6 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Terms and Conditions.

2. Conclusion of contract

2.1 All offers made by Köttermann regarding purchases and/or deliveries are non-binding and subject to change. This also applies if Köttermann provides the customer with catalogues and/or other sales documents.

2.2 The customer's order of the product is considered a binding contractual offer. A contract is then concluded upon written order confirmation by Köttermann and is governed exclusively by the content of the order confirmation and these Terms and Conditions. The drawings attached to the order confirmation and to be approved by the customer during the order preparation process are an integral part of the contract.

2.3 Köttermann reserves all rights to sales documents (in particular illustrations, drawings, design proposals), including those in electronic form, and to samples. They may not be made accessible to third parties and must be returned to Köttermann immediately upon request. The customer has no right of retention.

3.Prices, terms of payment

3.1 Unless otherwise agreed with the customer, the prices valid at the time of conclusion of the contract ex works, Uetze-Hänigsen (EXW in accordance with the latest version of INCOTERMS) in euros (EUR) plus the applicable statutory value added tax shall apply. The (transport) packaging and shipping costs shall be charged separately. The customer shall bear any customs duties, fees, taxes and other charges incurred in connection with the import and export of the deliveries.

3.2 Price changes are permissible if there are more than four (4) months between the conclusion of the contract and the delivery date. In this case, Köttermann is entitled to increase the price in line with the cost increases, subject to a notice period of four (4) weeks. If the price increase exceeds 5%, the customer is entitled to withdraw from the contract; in this case, the withdrawal must be declared in writing within two (2) weeks of notification of the price increase.

3.3 Köttermann reserves the right – even within the framework of an ongoing business relationship – to demand advance payment

or security deposits if a credit check reveals doubts about the customer's ability to pay. Köttermann shall declare such a reservation at the latest upon confirmation of the order. Otherwise, Köttermann's invoices are due for payment without deduction within 10 calendar days of delivery of the invoice and goods; if this period expires without payment, the customer shall be in default. Exceptions to these terms of payment must be agreed separately between Köttermann and the customer.

3.4 Köttermann only accepts cheques by special agreement and only on account of performance.

3.5 If the customer defaults on payment, Köttermann shall be entitled to charge default interest at the statutory rate. The right to claim further damages for default remains unaffected. The right to claim commercial interest on arrears against merchants remains unaffected.

3.6 If, after conclusion of the contract, it becomes apparent (e.g. through an application to open insolvency proceedings) that Köttermann's claim to the purchase price is at risk due to the customer's inability to pay, Köttermann is entitled to refuse performance in accordance with the statutory provisions and, if necessary, to withdraw from the contract after setting a deadline. In the case of contracts for the manufacture of non-fungible goods (custom-made products), Köttermann may declare its withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

3.7 The customer shall only be entitled to offset or retain payment if their counterclaim has been legally established or is undisputed. In the event of defects in performance, the purchaser's counterclaims, in particular in accordance with clause 6.5 sentence 6 of these Terms and Conditions, shall remain unaffected.

4. Delivery time and delay in delivery

4.1 Delivery dates and delivery periods are only binding if they have been confirmed in writing by Köttermann and the customer has provided Köttermann with all the information and documents necessary for the execution of the delivery in good time and has fulfilled its other obligations to cooperate. In the event of additional or extended orders placed at a later date, the deadlines shall be extended accordingly.

4.2 The delivery period shall be extended by the period during which the customer is in default with its obligations to Köttermann. Köttermann's rights in the event of default of acceptance by the customer shall remain unaffected.

4.3 If Köttermann is unable to meet binding delivery deadlines for reasons beyond its control (e.g. due to non-availability of the contractual performance), Köttermann shall inform the customer of this immediately and at the same time notify them of the expected new delivery deadline. If the contractual performance is still not available within the new delivery deadline, Köttermann is entitled to withdraw from the contract in whole or in part; in this case, any consideration already paid by the customer shall be reimbursed by Köttermann without delay. The contractual performance shall be deemed unavailable, for example, in the event of late delivery by our supplier, if we have concluded a congruent covering transaction, in the event of other disruptions in the supply chain, e.g. due to force majeure, or if we are not obliged to procure the goods in individual cases.

4.4 Köttermann is entitled to make partial deliveries if the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining ordered products is ensured and the customer does not incur any significant additional costs.

4.7. The occurrence of a delay in delivery by Köttermann shall otherwise be determined in accordance with the statutory provisions. In any case, however, a reminder from the customer is required.

4.8 The rights of the customer in accordance with clause 7 of these Terms and Conditions and the statutory rights of Köttermann, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

5. Terms of delivery, transfer of risk, acceptance and default of acceptance

5.1 Unless expressly agreed otherwise with the customer, all deliveries and any subsequent performance by Köttermann shall be made ex works (EXW) Uetze-Hänigsen, in accordance with the currently valid version of INCOTERMS, which is also the place of performance.

5.2 The risk of accidental loss and accidental deterioration of the product (e.g. loss or damage) is transferred to the customer at the latest upon delivery. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the product as well as the risk of delay shall pass to the customer upon handover of the delivery item to the forwarding agent, carrier or transport company. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply

mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed to have taken place if the customer is in default of acceptance.

5.3 At the customer's request, deliveries shall be insured at the customer's expense against theft, transport damage and other insurable risks.

5.4 If the customer is in default of acceptance, fails to fulfil other obligations to cooperate, or if delivery by Köttermann is delayed for other reasons for which the customer is responsible, Köttermann shall be entitled, without prejudice to other rights, to demand compensation for the damage incurred, including any additional expenses (e.g. storage of the delivery item at the customer's risk and expense). The storage costs shall be incurred in the following amounts and on a sliding scale: 1st - 3rd week: flat rate of EUR 14.00/m³ per calendar week or part thereof, from the 4th week onwards: actual storage costs incurred by third-party providers as evidenced.

5.5 Transport damage or loss must be reported to Köttermann immediately, at the latest within four (4) working days, enclosing the railway, post office or other damage report issued by the forwarding agent/carrier/transport company.

6. Warranty, claims for defects

6.1 Unless otherwise specified below, the statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions).

6.2 Köttermann warrants that the delivery item has the agreed quality at the time of transfer of risk; this is determined exclusively by the specific agreements made in writing between the contracting parties regarding the properties, features and performance characteristics as well as the intended use of the delivery item ("quality agreement"). However, minor deviations in structure and colour from the agreed quality are reserved, insofar as these are inherent in the nature of the materials used and are customary in the trade. If no quality has been agreed, the statutory provisions shall apply to determine whether or not a defect exists. No liability is accepted for public statements made by other third parties (neither Köttermann/member of the contractual chain nor on their behalf).

6.3 Information contained in catalogues, price lists and other information material provided to the customer by Köttermann, as well as product descriptions, shall in no way be construed as guarantees of a particular quality of the delivery item; such guarantees must be expressly agreed in writing.

6.4 Köttermann shall not be liable for defects which the customer is aware of at the time of conclusion of the contract or is unaware of due to gross negligence. The customer's rights in respect of defects in the delivery item presuppose that the customer has duly fulfilled its statutory obligations to inspect and give notice of defects. In the case of building materials and other goods intended for installation or further processing, an inspection must always be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later point in time, we must be notified of this in writing without delay. Obvious defects and complaints about missing or incorrect parts must be reported to Köttermann in writing immediately, at the latest four (4) working days after delivery. Hidden defects must be reported in writing immediately after their discovery, but no later than four (4) working days after discovery. If the customer fails to carry out a proper inspection and/or report defects, Köttermann's liability for defects that are not reported or not reported in a timely or proper manner is excluded in accordance with the statutory provisions. In the case of goods intended for installation, attachment or fitting, this shall also apply if the defect only became apparent after processing as a result of a breach of one of these obligations; in this case, the customer shall have no claims for reimbursement of corresponding costs ("removal and installation costs").

6.5 Köttermann shall remedy defects in the delivery item at its own discretion either by remedying the defect free of charge for the customer or by delivering a replacement item free of defects (collectively referred to as "subsequent performance"). The customer shall grant Köttermann the reasonable time and opportunity necessary for subsequent performance. If the type of subsequent performance chosen by Köttermann is unreasonable for the customer in individual cases, the customer may reject it. Köttermann's right to refuse subsequent performance under the statutory conditions remains unaffected. In the case of a replacement delivery, the customer shall return the defective item in accordance with the statutory provisions. Köttermann is entitled to make any subsequent performance owed conditional upon the customer paying the purchase price due. However, the customer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.

6.6 Köttermann shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, as well as any removal and installation costs, in accordance with the statutory provisions, if a defect actually exists. Otherwise, we may demand reimbursement from the customer for the costs incurred as a result of the unjustified request to remedy the defect if the customer knew or could have recognised that no defect actually existed. Rectification does not include the removal, dismantling or uninstallation of the defective item, nor the reinstallation, fitting or installation of a defect-free item if Köttermann was not originally obliged to install it.

6.7 If the subsequent performance fails, is unreasonable for the customer or has been refused by Köttermann, the customer may, at his discretion, withdraw from the contract in accordance with the statutory provisions or reduce the purchase price and/or claim damages in accordance with clause 7 of these Terms and Conditions or demand reimbursement of his expenses.

6.8 In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the customer has the right to remedy the defect themselves and to demand that Köttermann reimburse the objectively necessary expenses incurred in doing so. Köttermann must be notified of such self-remedy immediately, if possible in advance. The right to remedy the defect oneself does not apply if Köttermann would be entitled to refuse corresponding subsequent performance in accordance with the statutory provisions.

6.9 If a reasonable period set by the customer for subsequent performance has expired without success or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. However, there is no right of withdrawal in the case of an insignificant defect.

6.10 Claims by the customer for damages or reimbursement of futile expenses shall only exist in the event of defects in the goods in accordance with the following clauses 7 and 9.

6.11 When selling a used delivery item, all rights of the customer due to defects are excluded to the extent permitted by law. The rights of the customer under this Section 6 are also excluded in cases of natural wear and tear, faulty or negligent handling, excessive strain, defective construction work, unsuitable structural conditions, chemical, electrical or weather and natural influences, faulty assembly and/or installation by the customer, the use of unsuitable accessories or unsuitable spare parts, or the performance of unsuitable repair measures or failure to carry out maintenance, unless Köttermann is nevertheless responsible for the defects.

7. Liability, limitation of liability

7.1 Unless otherwise specified in these Terms and Conditions, Köttermann shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.

7.2 Köttermann shall be liable for damages – regardless of the legal basis – within the scope of fault-based liability in cases of intent and gross negligence. In cases of simple negligence, Köttermann shall be liable, subject to statutory limitations of liability (e.g. diligence in its own affairs; insignificant breach of duty), only a) for damages resulting from injury to life, limb or health and b) for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the contractual partner regularly relies and may rely (cardinal obligation)); in this case, however, Köttermann's liability is limited to compensation for foreseeable, typically occurring damage.

7.3 The limitations of liability arising from clause 7.2 also apply to third parties and in the event of breaches of duty by persons (including for their benefit) for whose fault Köttermann is responsible under statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the product, nor do they apply to claims by the customer under the Product Liability Act.

7.4 In the event of a breach of duty that does not constitute a defect, the customer may only withdraw from the contract or terminate it if Köttermann is responsible for the breach of duty. The customer's right to terminate the contract at will (in particular in accordance with Sections 650 and 648 of the German Civil Code (BGB)) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

7.5 The customer is obliged to take appropriate measures to prevent and mitigate damage.

8. Product liability

If the customer sells the delivery item unchanged or after processing, transformation, combination, mixing or blending with other goods, they shall indemnify Köttermann internally against product liability claims by third parties, insofar as they are responsible for the defect giving rise to liability.

9. Limitation period

9.1 Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

9.2 If the goods are a structure or an item that has been used for a structure in accordance with its normal use and has caused its defectiveness (building material), the limitation period is 5 years from delivery in accordance with the statutory provision (§ 438 (1) No. 2 BGB). Other special statutory provisions on the limitation period (in particular Section 438 (1) No. 1, (3), Sections 444, 445b BGB) remain unaffected.

9.3 The above limitation periods under sales law also apply to contractual and non-contractual claims for damages by the customer based on a defect in the goods, unless the application of the regular statutory limitation period would lead to a shorter limitation period in individual cases. Claims for damages by the customer in accordance with Clause 7.2 sentences 1 and 2(a) and in accordance with the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

10. Retention of title, security deposit

10.1 The goods delivered or made available by Köttermann to the customer remain the property of Köttermann ("reserved goods") until all claims against the customer arising from the business relationship have been fulfilled in full. The customer is obliged to treat the reserved goods with care for the duration of the retention of title.

10.2 The goods subject to retention of title may not be pledged to third parties or transferred as security before the secured claims have been paid in full. The customer must notify Köttermann immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties (e.g. seizures) have access to the goods belonging to us.

10.3 If the customer acts in breach of contract, in particular by failing to pay the purchase price due, Köttermann shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not simultaneously constitute a declaration of withdrawal; Rather, Köttermann is entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. If the customer does not pay the purchase price due, Köttermann may only assert these rights if Köttermann has previously set the customer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

10.4 The customer is entitled to process and/or sell the goods subject to retention of title in the ordinary course of business until further notice. In this case, the following provisions shall apply in addition:

10.4.1 The retention of title extends to the full value of the products created by processing, mixing or combining Köttermann goods, whereby Köttermann is considered the manufacturer. If, in the event of processing, mixing or combining with goods from third parties, their ownership rights remain in force, Köttermann shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same applies to the resulting product as to the goods delivered under retention of title.

10.4.2 The customer hereby assigns to Köttermann as security all claims against third parties arising from the resale of the goods or the product, either in full or in the amount of Köttermann's possible co-ownership share in accordance with the above paragraph. Köttermann accepts the assignment. The obligations of the customer specified in clause 10.2 also apply with regard to the assigned claims.

10.4.3 The customer remains authorised to collect the claims alongside Köttermann. However, Köttermann undertakes not to collect the claim as long as the customer meets their payment obligations to Köttermann, there is no deficiency in their ability to pay and Köttermann does not assert its retention of title by exercising its right in accordance with clause 10.3. If this is the case, however, Köttermann may demand that the customer disclose the assigned claims and their debtors to Köttermann, provide all information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment. In this case, Köttermann is also entitled to revoke the customer's authority to further sell and process the goods subject to retention of title.

10.5 Köttermann shall release the securities specified in this clause 10 at the customer's request if and to the extent that the realisable value of the existing securities exceeds Köttermann's claims by more than 10%.

10.6 If a security deposit in accordance with clauses 10.1 to 10.5 is invalid and/or cannot be enforced by way of compulsory execution in the territory to which the goods subject to retention of title are delivered, or if the value of the security is not sufficient to adequately secure Köttermann's payment claims against the customer for the provision of deliveries, the customer shall be obliged, upon written request by Köttermann, to provide Köttermann with a bank guarantee or equivalent security to secure Köttermann's payment claims. Notwithstanding this, in the case of deliveries to countries in which the above retention of title provision does not have the same security effect as in Germany, the customer shall do everything necessary to immediately provide Köttermann with appropriate security interests. The customer shall cooperate in all measures, such as registration,

publication, etc., that are necessary and conducive to the effectiveness and enforceability of such security interests.

11. Force majeure

Unforeseeable, unavoidable events beyond Köttermann's control and for which Köttermann is not responsible ("force majeure"), such as official measures, energy shortages, machine breakdowns, war, natural disasters or industrial disputes, release Köttermann from its obligation to deliver or perform on time for the duration of such events. Agreed deadlines shall be extended by the duration of the disruption; the customer shall be informed of the occurrence of the disruption in an appropriate manner. If the end of the disruption is not foreseeable or if it lasts longer than three (3) months, both contracting parties shall be entitled to withdraw from the contract with regard to the scope of services affected.

12. Final provisions

12.1 These Terms and Conditions and the contracts concluded between Köttermann and the customer are governed by the law of the Federal Republic of Germany, excluding the referral provisions of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).

12.2 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be the courts in the Federal Republic of Germany with jurisdiction over Köttermann's place of business. However, Köttermann is also entitled to bring an action before the court with local jurisdiction for the customer. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected.

12.3 If Köttermann provides assembly, commissioning, maintenance, repair or similar services for the customer, Köttermann's corresponding delivery, assembly and installation conditions shall apply in addition and with priority. These can be viewed on Köttermann's website (www.koettermann.com).

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