

General Terms and Conditions

§ 1 General – Scope of Application

- (1) Our terms and conditions apply exclusively; we do not acknowledge any terms and conditions of the purchaser that conflict with or deviate from our terms and conditions, unless we have specifically agreed to their validity in writing. Our terms and conditions shall also apply if we carry out the delivery to the purchaser without reservation, even though we are aware of the terms and conditions of the purchaser that conflict with or deviate from our terms and conditions.
- (2) All agreements made between us and the purchaser for the purpose of executing this contract are set forth in writing in this contract. Individual agreements pursuant to § 305b of the German Civil Code (BGB) remain unaffected by this.
- (3) Our terms and conditions apply only to businesses within the meaning of Section 310(1) of the German Civil Code (BGB) (formerly Section 24 of the German Law on Standard Terms and Conditions (AGBG)). They also apply to all future transactions with the purchaser.
- (4) Severability clause: If individual provisions of these conditions of sale are or become wholly or partially invalid, the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.

§ 2 Offer and Conclusion of Contract

- (1) If the order qualifies as an offer within the meaning of Section 145 of the German Civil Code (BGB), we may accept it within one week.
- (2) Acceptance shall be affected either by a written order confirmation (including by email) or by the unconditional execution of the delivery.

§ 3 Prices – Terms of Payment

- (1) Unless otherwise specified in the order confirmation, our prices are “ex works,” excluding packaging; packaging will be invoiced separately.
- (2) Statutory value-added tax (VAT) is not included in our prices; it will be shown separately on the invoice at the statutory rate in effect on the date of invoicing.
- (3) Any deduction of a discount requires a separate written agreement.
- (4) Unless otherwise stated in the order confirmation, the purchase price is due for payment net (without deduction) within 14 days of the invoice date. The statutory provisions regarding the consequences of late payment apply. If the purchaser is in default of payment, we are entitled to charge default interest at the applicable statutory rate (currently 9 percentage points above the base rate per year). If we are able to prove higher damages resulting from the delay, we are entitled to claim such damages. However, the purchaser is entitled to prove to us that we have incurred no damage or only significantly less damage as a result of the delay in payment.
- (5) The purchaser shall only be entitled to rights of set-off if his counterclaims have been legally established, are undisputed, or have been acknowledged by us, or if they arise from a close reciprocal relationship with our claim. Furthermore, the purchaser shall only be entitled to exercise a right of retention to the extent that the counterclaim is based on the same contractual relationship.

§ 4 Delivery time

- (1) The commencement of the delivery period specified by us requires that all technical questions have been clarified and that the purchaser has duly and timely fulfilled his obligations. The defense of non-performance of the contract remains reserved.

- (2) If the purchaser defaults in acceptance or culpably breaches other duties to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. Further claims remain reserved.
- (3) If the requirements of paragraph 2 are met, the risk of accidental loss or accidental deterioration of the goods shall pass to the purchaser at the time when the purchaser is in default of acceptance or debtor's default.
- (4) We shall be liable in accordance with statutory provisions if the underlying purchase contract constitutes a fixed-date transaction within the meaning of Section 286 (2) No. 4 BGB or Section 376 of the German Commercial Code (HGB). We shall also be liable under statutory provisions if, as a consequence of a delay in delivery for which we are responsible, the purchaser is entitled to claim that his interest in further performance of the contract has ceased.
- (5) We shall be liable in accordance with statutory provisions if the delay in delivery is based on an intentional or grossly negligent breach of contract for which we are responsible; fault on the part of our representatives or vicarious agents shall be attributable to us. If the delay in delivery is not based on an intentional breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage.
- (6) We are also liable in accordance with statutory provisions to the extent that the delay in delivery for which we are responsible is based on a culpable breach of a material contractual obligation (cardinal obligation); in this case, however, liability for damages is likewise limited to foreseeable, typically occurring damage.
- (7) Force Majeure: Unforeseeable, unavoidable events beyond our control (e.g., war, natural disasters, strikes, lawful lockouts) that significantly impede or render delivery impossible shall release us from our delivery obligation for the duration of the disruption.

§ 5 Transfer of Risk – Packaging Costs – Packaging

- (1) Unless otherwise specified in the order confirmation, delivery is agreed upon “ex works.” Risk passes to the purchaser when the goods are made available for pickup.
- (2) Transport packaging and all other packaging in accordance with the Packaging Act (VerpackG) will not be taken back, with the exception of the pallets mentioned in paragraph 4. The purchaser is obligated to arrange for the disposal of single-use packaging at their own expense.
- (3) If the purchaser so requests, we shall cover the delivery by transport insurance; the costs incurred shall be borne by the purchaser.
- (4) Production trays shall remain our non-chargeable property and shall merely be provided to the purchaser for production purposes. Section 8 of these conditions of sale shall not apply in this respect. Further provisions regarding the trays shall be governed by the individual supply contract.

§ 6 Liability for Defects

- (1) Claims for defects by the purchaser are contingent upon the purchaser having duly fulfilled its obligations to inspect and give notice of defects pursuant to Sections 377 of the German Commercial Code (HGB). Apparent defects must be reported to us in writing without delay, but no later than 5 business days after receipt of the goods.
- (2) If the purchased item is defective, we are entitled, at our discretion, to provide subsequent performance in the form of rectifying the defect or delivering a new, defect-free item. We shall bear the expenses necessary for subsequent performance, in particular transportation, travel, labour, and material costs, provided that these are not increased by the fact that the purchased item has been moved to a location other than the place of performance.
- (3) If the subsequent performance fails, the purchaser is entitled, at their discretion, to demand rescission of the contract or a corresponding reduction of the purchase price (price reduction).

- (4) We shall be liable in accordance with statutory provisions if the purchaser asserts claim for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives and vicarious agents. Unless we are accused of an intentional breach of contract, liability for damages shall be limited to the foreseeable, typically occurring damage.
- (5) We shall be liable in accordance with statutory provisions if we culpably breach a material contractual obligation (cardinal obligation); in this case, liability for damages is likewise limited to the foreseeable, typically occurring damage.
- (6) Liability for culpable injury to life, limb, or health remains unaffected; this also applies to mandatory liability under the Product Liability Act. The limitation period for claims for defects is 12 months, calculated from the transfer of risk. This period is not a statute of limitations and also applies to claims for compensation for consequential damages resulting from defects, provided that no claims arising from tort are asserted; for these, the statutory limitation period applies.

§ 7 Overall liability

- (1) Any liability for damages beyond that provided for in § 6 is excluded, regardless of the legal nature of the claim asserted. This applies in particular to claims for damages arising from breaches of duty (including fault at the time of contract conclusion), from other breaches of duty, or from tortious claims for compensation for property damage pursuant to § 823 of the German Civil Code (BGB).
- (2) The limitation under paragraph 1 also applies if the purchaser demands reimbursement of futile expenses instead of a claim for damages in lieu of performance.
- (3) Liability for culpable injury to life, limb, or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.
- (4) To the extent that our liability for damages is excluded or limited, this also applies with respect to the personal liability for damages of our employees, workers, staff, representatives, and vicarious agents.

§ 8 Retention of Title

- (1) We shall retain title to the goods supplied until all payments arising out of the business relationship with the Purchaser have been received in full. In the event of any breach of contract by the Purchaser, in particular in the event of default in payment, we shall be entitled, after setting a reasonable grace period, to repossess the goods. Such repossession shall not constitute a withdrawal from the contract unless we have expressly declared such withdrawal in writing. Any attachment or seizure of the goods by us shall, however, constitute a withdrawal from the contract. After repossession of the goods, we shall be entitled to dispose of them; the proceeds of such disposal shall be credited against the Purchaser's outstanding liabilities, less reasonable costs of realization.
- (2) The purchaser is obligated to treat the purchased item with due care; in particular, the purchaser is obligated to insure it at their own expense against fire, water, and theft damage at replacement value. If maintenance and inspection work is required, the purchaser must carry it out in a timely manner at their own expense.
- (3) In the event of seizure or other interventions by third parties, the purchaser must notify us immediately in writing so that we may file a lawsuit pursuant to § 771 of the German Code of Civil Procedure (ZPO). To the extent that the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to § 771 ZPO, the purchaser shall be liable for the loss incurred by us.
- (4) The Purchaser shall be entitled to resell the goods in the ordinary course of business. However, the Purchaser hereby assigns to us, by way of security, all claims arising from such resale against its purchasers or third parties in the amount of the final invoice amount (including VAT) of our claim, irrespective of whether the goods have been resold without

processing or after processing. The Purchaser shall remain authorized to collect such claims even after the assignment. Our right to collect the claims ourselves shall remain unaffected. However, we undertake not to collect the claims as long as the Purchaser duly meets its payment obligations from the proceeds received, is not in default of payment, and, in particular, no application for the opening of insolvency proceedings has been filed and no suspension of payments has occurred.

- (5) If any of the circumstances described above occur, we may require the Purchaser to disclose the assigned claims and the respective debtors, to provide all information necessary for collection, to hand over the relevant documentation, and to notify the debtors (third parties) of the assignment. Any processing or transformation of the goods by the Purchaser shall always be carried out on our behalf. If the goods are processed together with other items not belonging to us, we shall acquire co-ownership in the new item in proportion to the value of the goods (final invoice amount including VAT) relative to the other processed items at the time of processing. In all other respects, the provisions applicable to goods delivered under retention of title shall also apply to the item resulting from such processing.
- (6) If the purchased item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the purchaser's item is to be regarded as the principal item, it is agreed that the purchaser shall transfer proportional co-ownership to us. The purchaser shall hold the resulting sole ownership or co-ownership in safekeeping for us.
- (7) If the purchaser separates the fruits of the purchased item from the item itself, the retention of title agreed upon herein shall continue to apply to said fruits.
- (8) The purchaser also assigns to us, as security for our claims against him, any claims arising against a third party through the combination of the purchased item with real property.
- (9) We undertake to release the securities to which we are entitled at the purchaser's request to the extent that the realizable value of our security exceeds the claims to be secured by more than 10%; the selection of the securities to be released is at our discretion.

§ 9 Governing Law – Jurisdiction – Place of Performance

- (1) The laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) If the purchaser is a merchant, a legal entity under public law, or a special fund under public law, our place of business shall be the exclusive venue for all disputes arising directly or indirectly from the contractual relationship. However, we are also entitled to sue the purchaser at their place of residence or business.
- (3) Unless otherwise specified in the order confirmation, our place of business is the place of performance for all services arising from the contractual relationship.

Pilzhof Pilzsubstrat Wallhausen GmbH

Wallhausen, 10 March 2026