



General Terms and Conditions of Delivery and Payment to be applied when working with contractors

Preamble

These General Terms and Conditions of Delivery and Payment are used by the legally independent companies of the Woll Group named below:

- WOLL Maschinenbau GmbH, Krughütter Straße 93, 66128 Saarbrücken, Germany, entered in the commercial register of Saarbrücken District Court under HRB 4907, represented by Managing Director Christina Woll and Managing Director David Seiler,
- RITZ Maschinenbau GmbH, In der Breitwiese 2-4, 76684 Östringen, Germany, entered in the commercial register of Mannheim District Court under HRB 232707, represented by Managing Director David Seiler,
- M-O-T Mikro- und Oberflächentechnik GmbH, Krughütter Straße 93, 66128 Saarbrücken, Germany, entered in the commercial register of Saarbrücken District Court under HRB 19744, represented by Managing Director Athanasios Kondomitsos.

The aforementioned companies are hereinafter referred to collectively as the "Company".

The contractual partner of the customer is solely the Company that is named as the contractual partner in the respective offer, order confirmation, contract, order, delivery note, invoice or other contract document.

The designation "Woll Group" serves solely as a joint corporate designation and brand name. It does not constitute a legal entity of its own, nor does it bear joint and several liability or any other obligation to cover costs on behalf of the companies involved.

Insofar as the "Company" is referred to in these General Terms and Conditions, the intended meaning is always solely the respective Company concluding the contract.

Section 1 Scope of application

(1) All deliveries, services and offers of the Company shall be provided based solely on these General Terms and Conditions. These form part of all contracts that the Company concludes with its contractual partners (hereinafter referred to as the "Customer") concerning the deliveries or services it provides. They also apply to all future business relationships with the Customer, even if it does not expressly agree to them again.

(2) General terms and conditions of the Customer that contradict, deviate from or contain provisions additional to these General Terms and Conditions are not part of the contract, even if the Company has not expressly rejected their validity in the individual case. The same applies if the Company provides deliveries or services in full knowledge of such terms and conditions without reservation or refers to the Customer's terms and conditions in writing.

Section 2 Offer and conclusion of contract, call-off orders

(1) All offers of the Company are subject to alteration and non-binding, provided they have not expressly been declared as binding or do not contain a given acceptance period. The Company can accept orders or assignments within 14 days of receipt.

(2) The legal relationships between the Company and the Customer are governed solely by the contract concluded in writing, including these General Terms and Conditions. Amendments and additions to the contract or its termination require the written form, i.e. must be signed by hand. The written form may be replaced by the electronic form (signed electronically) in accordance with Section 126a of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB). Verbal agreements or declarations made by persons other than the management or authorised representatives specially appointed by the management are not binding. These shall only take effect if they are confirmed in written form or electronic form (signed by hand or electronically) by the management or authorised representatives specially appointed by the management in accordance with Section 126a BGB. In particular, the security of the electronic form can be ensured by using qualified electronic signatures via recognised electronic signature platforms, such as DocuSign or comparable systems. For other announcements made in the course of executing the contract, the text form (made on a durable medium in accordance with Section 126b BGB) is sufficient, in particular via e-mail, unless a form with stricter requirements is required by this contract or by law.

(3) Information provided by the Company about the object of the delivery or service (e.g. weights, dimensions, intended uses, capacity, tolerances and technical data) and

depictions of the object (e.g. drawings and diagrams) are considered merely approximate, unless its usability for the purpose specified in the contract stipulates an exact correspondence. These are not guaranteed quality characteristics, but rather descriptions or classifications of the delivery or service. Industry-standard deviations and deviations brought about due to legal requirements or technical improvements and the replacement of components by equivalent parts are permitted, provided the item's usability for the purpose specified in the contract is not impaired.

(4) In the case of call-off orders, unless agreed otherwise, the complete call-off must be carried out by the Customer within 12 months of the date of the order confirmation. After an appropriate extension to the deadline granted by the Company has passed, the Company is entitled to deliver and invoice for the goods or withdraw from the contract or request compensation on the grounds of non-performance.

Section 3 Prices, payment, default, offsetting, rights of retention of the Customer

(1) The prices apply net to the scope of services and delivery listed in the order confirmations. Additional or special services are billed separately. The prices are ex works plus packaging and statutory VAT; in the case of export deliveries, they are plus customs, fees and other public levies.

(2) If the agreed prices are based on the Company's list prices and the delivery is expected to be made over four months after the conclusion of the contract, the Company's list prices applicable at the time of the delivery apply (in each case minus the agreed discount, either as a percentage or a flat rate).

(3) The same applies in cases where assignment processing is charged by the hour and the agreed prices are based on the Company's hourly rates; if applicable, the Company's hourly rates shall be declared to the Customer prior to conclusion of the contract.

(4) If, after having concluded the contract and in the run up to executing the assignment, increases in cost occur that were unforeseeable for the Company, the Company shall be entitled to change the prices in an amount appropriate to the changed circumstances and without charging so as to generate additional profit.

(5) Payment is due in full at the time of delivery or acceptance, unless agreed otherwise in writing.

(6) If the Customer has not paid within 10 days after the due date, it shall be deemed in default without an announcement being made to this effect by the Company. The date of payment is determined by the date of receipt by the Company. Cheques are only deemed to have been paid once they have been cashed. In the case of default of payment, the Company is entitled to charge default interest at nine per cent above the base rate (Section 247 BGB in conjunction with Section 288 (2) BGB). The Customer is entitled to prove that the Company has not suffered any loss or has suffered significantly less loss. The Company is entitled to prove that it has suffered greater loss.

(7) Offsetting against the Customer's counter-claims or retaining payments due to such claims is only permitted if the counter-claims are undisputed or have been declared final and absolute. The commercial right of retention in accordance with Section 369 of the German Commercial Code (*Handelsgesetzbuch*, HGB) is excluded.

(8) The Company is entitled to only carry out or perform deliveries or services that are still outstanding against payment in advance or with a security deposit if, after conclusion of the contract, it becomes aware of circumstances that are likely to significantly reduce the creditworthiness of the Customer and, as a result of which, there is a risk that the Customer might not make the payment of its outstanding debts arising from the relevant contractual relationship to the Company (including other individual assignments for which the same framework contract applies).

Section 4 Delivery and delivery time

(1) Deliveries are made ex works.

(2) Time windows and dates for deliveries and services promised by the Company are only ever regarded as approximate, unless a fixed window or date is expressly committed to or agreed. If a delivery window has been expressly agreed as binding, it shall commence as soon as all details of the contract, including in particular details regarding the implementation of the delivery item, have been agreed in writing. Delivery dates shall be postponed for the same period of time during which this agreement has not yet been achieved. If shipment has been agreed, delivery windows and delivery dates refer to the time of handover to the third party commissioned to carry out the shipment.



(3) The Company may – without prejudice to its rights arising from default on the part of the Customer – request an extension of delivery and service windows or a postponement of delivery and service dates for the same amount of time that the Customer failed to meet its contractual obligations (e.g. payment obligations) towards the Company. The same applies if the Customer fails to approve production in good time or to provide the documentation required to execute the order, e.g. drawings or sample parts, in good time. The same applies to changes made to the delivery item for which the Customer is responsible.

(4) The Company bears no liability for inability to deliver or for delays in delivery if these are caused by force majeure or other events that were unforeseeable at the time the contract was concluded and for which the Company is not responsible, such as operational disruptions of all kinds; difficulties relating to the supply of materials or energy; delays in transport; strikes; lawful lockouts; shortages of labour, energy or raw materials; difficulties in obtaining the official approvals required; actions taken by the authorities; or non-delivery, incorrect delivery or delayed delivery by suppliers.

(5) In the event of incorrect and/or delayed self-delivery, the Company shall inform the Customer immediately that the delivery item is not available. The Company may either offer an equivalent item or service or withdraw from the contract. In the case of withdrawal, any payment already received shall be refunded to the Customer immediately. If the events specified in (4) and (5) make it significantly more difficult or impossible for the Company to make the delivery or provide the service and this impediment is more than merely transitory, the Company is entitled to withdraw from the contract. In the event of transitory difficulties, the delivery or service windows shall be extended or the delivery or service dates shall be postponed by the same amount of time as the impediment plus an appropriate lead time. If, due to the delay, the Customer cannot reasonably be expected to accept the delivery or service, it may withdraw from the contract by immediately notifying the Company in writing.

(6) The Company is only entitled to make partial deliveries if

- the partial delivery is viable for the intended purpose specified in the contract from the Customer's perspective,
- the delivery of the rest of the item ordered is ensured and
- no significant additional time, labour or costs are incurred by the Customer as a result (unless the Company states that it is willing to cover these costs).

(7) If the Company defaults on a delivery or service or if a delivery or service becomes impossible, for whatever reason, the Company's liability shall be limited to compensation in accordance with Section 8 of these General Terms and Conditions.

Section 5 Place of performance, shipment, packaging, transfer of risk, acceptance

(1) The place of performance for all obligations arising from the contractual relationship is the registered office of the Company, unless specified otherwise. If the Company is also responsible for installation, the place of performance is the location where the installation is to be performed.

(2) The mode of shipment and the packaging are at the appropriate discretion of the Company.

(3) Risk shall be transferred to the Customer no later than the time of handover of the delivery item to the third party tasked with carrying out the shipment. This also applies in the case of partial deliveries or if the Company still has yet to provide other services (e.g. shipment or installation). If shipment or handover is delayed as a result of a circumstance caused by the Customer, risk shall be transferred to the Customer from the date on which the Company is ready to dispatch and notifies the Customer to this effect.

(4) If, at the Customer's request, the shipment of the deliveries is made over two weeks later than the agreed delivery date or the notification of readiness to dispatch by the Company is delayed, the Company may charge a warehousing fee at a flat rate of 0.25% of the price of the delivery item for each week that passes. The Customer is entitled to prove that the Company has not suffered any loss or has suffered significantly less loss. The Company is entitled to prove that it has suffered greater loss.

(5) The consignment shall only be insured by the Company against theft and damage due to breakage, transport, fire and water or other insurable risks at the Customer's express request and expense.

(6) If acceptance was due to take place, the item is deemed to have been accepted if

- the delivery and, if the Company is also responsible for installation, the installation, have been completed,

- the Company informs the Customer to this effect with reference to the legally valid acceptance in accordance with this Section 5 (6) and has requested acceptance from the Customer,
- since the delivery or installation, two working days have passed and the Customer has started using the item (e.g. the Customer has commissioned the delivered system) and, in this case, two working days have passed since the delivery or installation,
- the Customer fails to carry out acceptance during this time period for a reason other than a defect that has been reported to the Company and which renders the purchased item impossible to use or significantly impairs its usability.

Section 6 Warranty

(1) The warranty period is one year from the date of delivery, with greater detail laid out in Section 11.

(2) There is no entitlement to claim for defects for deviations from the agreed quality that are merely minor or for merely minor impairment of usability.

(3) The delivered items must be carefully inspected immediately following delivery to the Customer or by a third party appointed by the Customer. The items are deemed approved, unless, within seven working days following delivery of the item, the Company receives a complaint concerning obvious defects or other defects that became apparent during a careful inspection carried out immediately on acceptance or otherwise within seven working days following discovery of the defect or at the time the defect becomes apparent to the Customer in the course of normal use of the delivery item without closer inspection, in the form specified in Section 2 (2). At the request of the Company, the delivery item that the complaint concerns must be returned to the Company with shipment paid. Where complaints are justified, the Company shall reimburse the costs of shipment by the cheapest means; this does not apply if the costs are higher because the delivery item is located at a location other than the location where it is intended to be used.

(4) The Company always has the right to choose between rectifying a defect or delivering a replacement item. If the supplementary performance fails, the Customer has the right to a price reduction or – unless a construction service is the object of the liability for the defect – may opt to withdraw from the contract. The application of Section 478 (1) BGB (recourse by the contractor) remains unaffected. The Customer's right, in accordance with statutory provisions and these conditions, to request compensation in lieu of the service also remains unaffected.

(5) If the Customer wishes to request compensation in lieu of the service or self-remedy for defects, supplementary performance shall only be deemed to have failed after the second unsuccessful attempt. In all other respects, the statutory cases in which specifying a deadline may be dispensed with remain unaffected.

(6) If the Company is at fault regarding a defect, the Customer may request compensation subject to the requirements laid out in Section 8.

(7) In the case of defects in components made by other manufacturers that the Company is not able to rectify due to licensing restrictions or for material reasons, the Company shall choose between making a warranty claim to the manufacturer or supplier for the Customer's account or transferring this claim to the Customer. In the case of defects of this kind, warranty claims against the Company only exist subject to other requirements and in accordance with these General Terms and Conditions, if the judicial enforcement of the aforementioned claims against the manufacturer or supplier has been unsuccessful or is futile, for example due to insolvency. The time limitation on the Customer's relevant warranty claim against the Company is suspended for the duration of the legal dispute.

(8) Recourse by the Customer against the Company in accordance with Section 478 BGB (recourse by the trader) only exists insofar as the client and its buyer have not made any agreements that extend beyond the statutory claims for defects.

(9) The warranty shall become void if a defect has been caused by improper handling on the part of the Customer and/or repair attempts made by the Customer. The warranty shall also become void if the Customer modifies the delivery item or has it modified by a third party without the Company's approval and rectification of the defect becomes impossible or unreasonably difficult as a result. The Customer must always bear additional costs incurred as a result of the rectification of defects due to modifications or its own attempts to perform repairs.

(10) The Customer bears sole responsibility for the safety of the delivery item in the Customer's specific application.



(11) Used items delivered in agreement with the Company on a case-by-case basis are provided subject to the exclusion of any warranty.

Section 7 Property rights

(1) In the case that the delivery item infringes an industrial property right or copyright of a third party, the Company shall choose at its own expense between modifying/replacing the delivery item to prevent infringement of third-party rights while ensuring that the delivery item still performs its contractually agreed functions, or obtaining the right of use for the Customer by concluding a licence agreement. If this has not been successful within a reasonable timeframe, the Customer is entitled to withdraw from the contract or to reduce the purchase price by an appropriate amount. Any claims for compensation by the Customer are subject to Section 8 of these General Terms and Conditions.

(2) In the case of infringements arising from products by other manufacturers that the Company has supplied, the Company shall choose between making a claim to the manufacturer or sub-supplier for the Customer's account or transferring this claim to the Customer. In these cases, claims against the Company only exist in accordance with this Section 7, if the judicial enforcement of the aforementioned claims against the manufacturer or sub-supplier has been unsuccessful or is futile, for example due to insolvency.

Section 8 Liability for compensation due to fault

(1) The Company's liability for compensation, regardless of legal basis, in particular due to impossibility, default, non-delivery or incorrect delivery, breach of contract, breach of obligations arising from contract negotiations and tort, is limited in accordance with this Section 8 insofar as it is attributable to fault.

(2) The Company bears no liability

(a) in the case of ordinary negligence on the part of its governing bodies, legal representatives, staff or other assistants;

(b) in the case of gross negligence on the part of non-senior staff or other assistants, unless this constitutes a breach of contractual obligations. The obligations to provide delivery and installation on time and free from defects; to provide advice, protection and care; and that are intended to enable the Customer to use the delivery item in accordance with the Contract or to protect the life and limb of the Customer's staff or third parties or the property of the Customer from significant damage are deemed contractual.

(3) If the Company is liable for payment of compensation on the grounds of and in accordance with Section 8 (2), this liability shall be limited to loss that the Company has specified as a potential consequence of breach of contract at the time the contract was concluded or with due consideration of the circumstances known to it or which it would reasonably be expected to have known had it exercised due diligence. Furthermore, indirect loss and consequential loss caused by defects in the delivery item are only eligible for compensation to the extent that such loss could typically be expected in the course of using the delivery item in line with its intended purpose.

(4) In the case of liability for ordinary negligence, the Company's obligation to pay compensation for material loss and the resulting financial loss shall be limited to an amount corresponding to the sum insured under its liability insurance policy at the time, even if it constitutes a breach of contractual duties.

(5) The above exclusions and limitations of liability apply to the same extent in favour of the governing bodies, legal representatives, staff and other employees of the Company.

(6) If the Company provides technical information or acts in an advisory capacity and this information or advice is not within the agreed scope of the service owed under the contract, this shall be free of charge and to the exclusion of any and all liability.

(7) The limitations of this Section 8 do not apply to the Company's liability due to intentional conduct, for guaranteed quality characteristics, due to injury to life, limb or health, or in accordance with the Act on Liability for Defective Products (*Produkthaftungsgesetz*, ProdHaftG).

Section 9 Exclusion of the right of withdrawal and obligation to make a decision

Subject to statutory provisions, the Customer can only withdraw from the contract if the Company has breached its obligations; in the case of defects, however, statutory requirements apply. In the event of breaches of obligations, the Customer must clarify to the Company within a reasonable amount of time on being asked by the Company whether it

would like to withdraw from the contract due to the breach of obligation or whether it still wishes to receive the delivery.

Section 10 Retention of title

(1) The delivery item remains the property of the Company up until the time of payment in full.

(2) Furthermore, the delivery item remains the property of the Company up until the time that all of its entitlements vis-à-vis the Customer arising from the business relationship have been fulfilled.

(3) The Customer is permitted to process the delivery item or combine or connect it with other items. Processing, combining and connecting (hereinafter referred to collectively as "Processing" and, in respect of the delivery item, as "processed") are carried out on behalf of the Company as manufacturer. The item that results from Processing is referred to as a "New Item". The Customer shall safeguard the New Item for the Company with the due care of a prudent business person. In the case of Processing involving other items that do not originate from the Company, the Company shall have co-ownership of the New Item in proportion to its share, as derived from the proportion of the value of the processed delivery item to the value of the rest of the processed item at the time of its Processing. If the Customer acquires total ownership of the New Item, the Company and the Customer agree that the Customer shall grant the Company co-ownership of the New Item as a share of the value of the processed delivery item in proportion to the value of the rest of the processed item at the time of its Processing. In the event that the Company does not acquire ownership of this kind, the Customer hereby transfers its future ownership or – in the proportion set out above – its co-ownership of the newly created item to the Company by way of security.

Section 11 Time limitation

(1) The time limitation for claims and rights due to defects in the delivery or service, regardless of legal grounds, is one year. However, this does not apply in the cases of Section 438 (1) 1. BGB, Section 438 (1) 2. BGB, sections 445a, 445b BGB and Section 634a (1) 2. BGB. For these claims, the statutory time limitations apply.

(2) The time limitations in accordance with number (1) also apply to all claims for compensation against the Company in connection with the defect, regardless of the legal basis of the claim. If there are claims for compensation against the Company of any kind that are not in connection with a defect, the time limitation under number (1) sentence 1 applies.

(3) The time limitation under numbers (1) and (2) apply with the following provisos:

(a) Generally speaking, the time limitations do not apply in the case of intent or fraudulent concealment of a defect or if the Company has provided a guarantee for the delivery item's quality.

(b) The time limitations also do not apply to claims for compensation in cases of injury to life, limb, health or liberty, in the event of claims in accordance with the Act on Liability for Defective Products, in the event of grossly negligent breach of obligations or in the event of breach of material contractual obligations.

(4) Unless otherwise specified by law, the time limitation begins from the time of delivery of the delivery item.

(5) Unless expressly specified otherwise, the statutory provisions on the commencement of the time limitation, the suspension of the expiry of the time limitation, and the suspension and restarting of notice periods remain unaffected. The above regulations do not entail any amendment of the burden of proof to the detriment of the Customer.

Section 12 Intellectual property, confidentiality

The Company reserves ownership of or copyright to all offers and price quotations it issues, as well as drawings, diagrams, calculations, prospectuses, catalogues, models, tools and other documentation and aids that it provides to the Customer. The Customer must not make these items or their contents available to third parties, disclose these, or exploit or reproduce these itself or via third parties without the Company's express consent. At the Company's request, it must return these items in full and destroy any copies it may have made if it no longer requires these items for its proper course of business or if negotiations do not result in the conclusion of a contract. The Company shall follow the same procedures in handling documentation that has been provided by the Customer. The Company reserves all rights to innovations that may be eligible for industrial property rights that may arise on the part of the Company in the course of processing the assignment and for which no application has yet



been made for industrial property rights. The Customer shall derive no right of prior use from works involving these innovations, including after expiration of the notice periods in accordance with Section 12 of the Patent Act (*Patentgesetz*, PatG) or the notice periods that apply in other countries.

Section 13 Protection of business relationships

If the Customer first came into contact with or learned of a supplier of the Company through the Company as intermediary, the Customer shall ensure customer protection for this supplier vis-à-vis the Company. The Customer shall not enter into direct commercial contact with the supplier in circumvention of the Company for a period of two years, including after this initial contact has been made or the first assignment has been completed.

Section 14 Final provisions

(1) It is at the Company's discretion whether the place of jurisdiction for any and all disputes arising from the business relationship between the Company and the Customer is the registered office of the Company or the registered office of the Customer. The Company's registered office is the sole place of jurisdiction for legal action brought against the Company. Mandatory statutory provisions concerning exclusive places of jurisdiction remain unaffected by this rule.

(2) The relationships between the Company and the Customer are exclusively subject to the law of the Federal Republic of Germany, excluding the rules on the conflict of laws of private international law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 does not apply.

(3) In the event that the contract or these General Terms and Conditions contain any regulatory gaps, the legally effective regulations that the parties to the contract would have agreed to for the purpose of filling these regulatory gaps, had they been aware of them, in line with the economic objectives of the contract and the purpose of these General Terms and Conditions, are deemed to be agreed.

Note: The Company processes the Customer's personal data to carry out and perform the contractual relationship on the basis of Art. 6(1) (b) GDPR. If required for the performance of the contract, data may be shared with service providers that are being used or with other recipients. More information about data processing can be found in the Company's privacy policy.