

GTCs on Sale of Goods

1. Scope

1. These General Terms and Conditions of Sale apply to all business relations of ROTHENBERGER Werkzeuge GmbH, Industriestraße 7, 65779 Kelkheim ("We" or "Us") with our customers ("Buyer" or "Purchaser"). The General Terms and Conditions of Sale (GTCS) shall only apply if the Buyer is a company, an entrepreneur, a legal person under public law or federal special funds (B2B business). We generally do not directly supply consumers (B2C business).

2. The General Terms and Conditions of Sale apply, in particular, to contracts on the sale and/or delivery of movable items ("Goods") without consideration given to whether or not we manufacture the Goods or purchase these from suppliers. Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer's order or in any case in the version last notified to him in text form shall also apply as a framework agreement for similar future contracts. There is no requirement for us to refer to them again in each individual case.

3. Our GTCS apply exclusively. General terms and conditions of sale of the Buyer to the contrary or those that vary from our conditions, or supplementary conditions, shall only become an integral part of the contract if and insofar as we have expressly consented to the validity of such conditions. This approval requirement shall apply in any case, for instance including if we unreservedly deliver Goods to the Buyer although we are aware of the Buyer's general terms and conditions of business.

4. Individual agreements entered into with the Buyer in individual cases (including subsidiary agreements, supplementary information and amendments) shall have preference over these GTCS. A written contract, or our written confirmation, shall be authoritative in respect of the content of such agreements, subject to proof to the contrary.

2. Conclusion of contract

1. All offers are subject to change without notice. Catalogue and leaflet details are only approximately authoritative. The right to make constructive amendments is reserved. Technical documentation (e.g. drawings, plans, calculations and references to DIN standards) are not binding for us unless agreed otherwise.

2. The Buyer shall be bound by its pending order for 4 weeks. The contract of purchase shall be deemed entered into if the order has been accepted in writing within this period or the delivery has been performed.

3. Supplementary information, amendments and subsidiary agreements are subject to written confirmation by us.

3. Prices; terms and conditions of payment

1. Unless agreed otherwise, the prices apply EXW (INCOTERMS 2020), in relation to our respective stated location, without packaging, freight, postage, customs duties, surcharges and insurance etc., plus turnover tax. These costs shall be charged separately.

2. In respect of orders that do not exceed a net order value of € 250, we reserve the right to charge a minimum quantity surcharge of 10 % of the order value, at the least, however, € 15.

3. For orders that are shipped to an address that differs from the orderer's address (so-called drop shipment), we charge a surcharge of 5% of the net order value.

4. Where advance payment is not agreed upon, payment is to be transferred to one of our stated accounts within 30 days from the invoice date and without deductions. The day of crediting on our account is authoritative in this respect. No cash discount for fast payment is granted.

5. In the event of default in payment on the part of the Buyer, we shall at least be entitled to the statutory default interest. This does not affect additional claims for default, for example against merchants in respect of the commercial interest after the due date.

6. Apart from cases of an explicit fixed price agreement, the parties undertake, at the request of a party, to agree, based on good faith principles, on an appropriate price correction if, in the case of a contract with term of at least 12 months, at least four months after entering into the contract order-related costs increase or drop for us,

in a manner that is verifiable and significant (more than 5 %) for reasons that are not our responsibility, e.g. as a result of increased raw material prices or energy costs.

7. In the case of default in payment on the part of the Buyer or in the case of reasonable doubt about the Buyer's creditworthiness (including facts that already applied at the time of entering into the contract) and which we were not aware of (or which we should have been aware of), we shall be entitled, prior to further performing the contract, to request advance payment for outstanding services or request the provision of security. Following the lapse in vain of a reasonable additional period for providing such securities, we shall be entitled (irrespective of further statutory rights) to withdraw from the contract.

8. Where the Buyer has authorised us to use SEPA direct debiting, such a direct transfer order collection shall normally be announced in advance in conjunction with the invoicing at the latest 1 (one) calendar day prior to the due date of the direct debit (pre-notification).

4. Setting off, right of retention

The Buyer may only have the right to offset if its counterclaims have become res judicata, are not disputed or have been recognised by us. The Buyer shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

5. Scope of delivery, variation from the order, procurement risk

1. Our written confirmation of order is authoritative in respect of the scope of delivery. Partial deliveries are permitted and shall be noted on the delivery note.

2. Where special tools or parts are ordered, and production based on a specific quantity is not economically possible, we shall be entitled to increase or decrease the order quantity in a manner that is customary in trade by up to 10 %, at least however by two items. The actual delivery quantity shall be charged.

3. Where products can only be delivered in a certain packaging unit, we reserve the right to round up to the amount for the next higher quantity of packaging unit or impose a surcharge in the sum of 10%.

4. We do not accept any procurement risk for the Goods to be delivered.

5. The cost of dead freight that is the responsibility of the Buyer or its shipping agent shall be borne by the Buyer.

6. Delivery and performance time

1. Binding delivery times must be expressly agreed upon as such in writing. Other delivery time details that are not expressly agreed upon as binding are non-binding or approximate delivery time details, and we shall endeavour to honour these.

2. If, in exceptional cases, binding delivery periods have been agreed, they run from the date on which we confirm an order but not, however, before all order details, including the delivery, have been clarified and all the preconditions to be met by the Buyer have been met. Where the Buyer requests amendments after placing an order, and we consent to the amendment, a new delivery period shall start to run.

3. The day of notification of the readiness for despatch shall apply as the delivery day. Deliveries prior to expiry of the delivery time are permitted.

4. If events of so-called force majeure occur about which we furnish information in each case without delay, the delivery period shall be extended by the duration of the hindrance. Force majeure is equated with industrial disputes, official intervention, pandemic, energy and raw material shortages, operational hindrances that are not our responsibility such as those caused by fire, water and machine damage and all other hindrances which, in the case of an objective approach, have not been culpably brought about by us. If agreement is reached such that a delivery date, or a delivery period, has binding force and if such a date or period is exceeded by more than two months as a result of events of the aforementioned type, the Buyer shall be entitled to withdraw from the contract in respect of the part that has not yet been performed.

5. In the case of so-called call-off orders, we may request a binding classification two weeks after confirmation of order. If the Buyer fails to honour this request within three weeks, or if the Buyer defaults in acceptance, we shall be entitled to set an additional period of two weeks and once such a period has lapsed withdraw from the contract and claim for damages. Where not agreed to the contrary, as a matter of principle, deliveries ordered by way of a call-off are to be accepted within six months following confirmation of order.

6. Insofar as we are responsible for the failure to meet delivery dates that have been assured with binding force in exceptional cases, the Buyer shall be entitled to compensation of the proven damage sustained by the Buyer as a result of the default but, however, in terms of amount limited at most to 0.5 % of the Goods value that is in default for each full week of the default and at most shall be entitled to 5 % of the Goods value affected by the default. Compensation for further damage, in particular the loss of expected profit and other indirect damage, is excluded in accordance with Paragraph 9 of these GTCs.

7. Shipping and passing of risk

1. Unless agreed otherwise, all deliveries apply ex warehouse or ex works (see Paragraph 3 of these GTCs), which is also deemed the place of performance for potential subsequent performance. As a result, the Buyer is responsible for transport/shipping and the risk of accidental loss or accidental deterioration shall pass to the Buyer upon handover to the carrier/the person otherwise determined in respect of performing the consignment. This also applies to drop shipments.

2. Similarly, the risk of accidental loss/accidental deterioration shall pass to the Buyer upon dispatch if we send the Goods to the Buyer at the Buyer's request. We reserve the right to select the transport route and the means of transport. We are entitled, but do not undertake, to insure deliveries in the name and on account of the Buyer.

3. The handover or acceptance shall continue to apply if the Buyer defaults in acceptance. In addition, in the event of default in acceptance we shall be entitled, but do not undertake, to store the Goods at the Buyer's cost and risk.

4. In the event of a delivery stop as a result of default in payment or acceptance, or for another reason that is the Buyer's responsibility, the risk of the accidental loss/accidental deterioration shall pass to the Buyer at the latest upon notification of the readiness to dispatch.

5. Goods for which notice of readiness for dispatch has been given must be called-off without delay. Otherwise, we shall be entitled to send the Goods at our discretion or store them at the Buyer's cost and risk.

6. If acceptance is proposed or agreed, this is to be performed swiftly, following notification of the readiness for dispatch, at our respective, stated, supply plant. If acceptance is not performed irrespective of the setting of a reasonable additional period, or the Buyer waives acceptance, we shall be entitled to send the Goods without acceptance or store them at the Buyer's cost and risk.

8. Warranty

1. The warranty period is 12 months from the passing of risk. By contrast, the statutory period applies with respect to claims resulting from the German Product Liability Act or claims attributable to the loss of life, physical injury or detrimental effects on health. Wear-and-tear parts are excluded from the guarantee. We shall not provide any quality guarantees where an individual agreement has not been entered into. Performing work under warranty does not constitute recognition or acceptance of a defect.

2. Returns that are not based on a faulty object of sale are not permitted. In the event that a return is permitted in an exceptional case as a result of an express, written agreement, a credit note shall only be issued by way of deducting at least 25 % of the purchase price. All return delivery costs shall be borne by the Buyer.

3. In respect of the Buyer's warranty claims, it is required that the Buyer has honoured its obligations to inspect and provide notification of defects. We are to be notified in writing of obvious defects within eight calendar days from delivery and notified of hidden defects within the same period from the time at which they are identified. If the Buyer fails to properly inspect and/or provide notification of defects, our liability for the defect for which notification

has not been provided, or has not been provided in good time, shall be excluded.

4. If the delivered item is faulty, we may choose whether to provide subsequent performance by way of rectifying the defect (subsequent improvement) or by delivering a fault-free item (replacement). Subsequent performance shall neither entail the dismantling of the faulty item nor new installation if we did not originally undertake to provide installation. The Buyer is to give us the necessary time and opportunity to provide the due subsequent performance, in particular handover the goods for which notification of defects has been provided for inspection purposes. In the event of replacement, the Buyer is to return the faulty item to us.

5. If it becomes clear following an inspection that an item was not faulty, we may request compensation from the Buyer for the costs arising from the unjustified complaint (in particular inspection and transport costs) unless the Buyer could not recognize that the item was not faulty.

6. The Buyer's claims for compensation for loss suffered or reimbursement of expenses incurred in vain shall only apply, including in the case of defects, in accordance with Paragraph 9 and in other respects are excluded.

7. The above limitation periods of the sales law also apply to the Buyer's contractual and non-contractual claims for damages that are based on faulty Goods unless application of the normal statutory limitation would, in an individual case, result in a shorter limitation period.

9. Limitation of liability

1. Claims for compensation for loss suffered, irrespective of on which legal grounds these are based, are excluded unless we are to be accused of intent or gross negligence or of violating a key contractual obligation (see sub-section 2) more than just insignificantly. Where we are liable for simple negligence, the liability shall be limited to compensation of foreseeable, typical and direct damage. Compensation for indirect or collateral damage such as the loss of expected profit, loss of production and use and pecuniary damage regarding third party claims is excluded.

2. Key contractual obligations are obligations a) that protect the Buyer's key contractual legal positions that are to be granted to him in accordance with the content and purpose of the contract and b) such contractual obligations, the honouring of which is required to properly execute the contract and compliance with which the Buyer can normally expect.

3. The aforementioned liability limitations also apply in the case of violations of obligations by, or in favour of, persons whose culpability is our responsibility in accordance with legal requirements. They do not apply if we have fraudulently concealed a defect, in the case of guaranteed provided in an exceptional case, to the Buyer's claims in accordance with the German Product Liability Act or as a result of loss of life, physical injury or detrimental effects on health.

10. Rental containers and rental pallet

1. If we make the ordered Goods available to the Buyer on Euro pallets or other re-usable packaging, these are to be replaced by the Buyer within 7 calendar days with replacement items of the same type and value, or are to be returned to us. If this does not occur, we shall be entitled to invoice the Buyer for the used pallets/packaging at the replacement price.

2. In the case of gas deliveries, rental containers or pallets shall only be handed over to the Buyer on a rental basis for the transport, storage and for the Buyer's own use of the acquired gasses. Any other use, or forwarding to third parties, is prohibited. After emptying, the Buyer is to return the containers and pallets to us without delay at its own cost.

3. The Buyer shall be liable for any damage, pollution or loss of rental containers or pallets, and in such cases undertakes to inform us without delay.

4. In respect of surrendered rental containers that are not contrasted with appropriate gas containers for longer than three months, we may request as security an amount in the sum of the respective list price of similar, new, containers. Such an amount falls due for payment immediately. As soon as the Buyer returns a container for which security has been provided, the security shall be returned to the Buyer without interest and less potential repair costs. If the Buyer fails to return the containers, the security amount shall be set off against the compensation for damages payable by the Buyer.

Potential residual content in returned containers shall not be remunerated.

11. Reservation of title

1. We reserve ownership to the supplied Goods up until all existing claims resulting from the business connection (current account reservation) against the Buyer have been settled in full. Processing/finishing or conversion shall apply at all times in our name and by our order for us, however without any obligation for us, and without loss of our ownership.

2. The parties agree that the reservation of title also applies as extended reservation of title. The Buyer is entitled to sell the Goods during the course of normal business activities. Other disposal is prohibited, in particular an agreement on assignment prohibition with customers is prohibited that could result in the loss of our ownership.

3. The Buyer assigns to us at this point in time any claims to which the Buyer is entitled resulting from the use of the reserved Goods. If the Goods are sold with external items, or used as a substance, the assignment only applies to the revenue part that corresponds to the joint ownership part.

4. The entitlement to resell the object of sale shall become inapplicable if the Buyer discontinues its payment or defaults in payment. In such cases, we shall be entitled to disclose the assignment and collect the claim. The Buyer is to notify us without delay if an application is filed for the institution of insolvency proceedings regarding its assets.

5. The Buyer is only entitled to collect assigned claims during the ordinary course of business activities. The Buyer is to provide notification of third party access to the reserved goods without delay, and carry the cost of potential intervention. The Buyer is to insure the reserved goods at replacement value and at its own cost, in particular against theft, water, breakage, fire and other damage. The Buyer is to treat the reserved goods with due care, in particular comply with the proposed maintenance and use notices.

6. We undertake at the Buyer's request to release securities insofar as the realisable value of the security exceeds the claims that are to be secured by more than 10 %. We are free to choose the securities that are to be released.

7. In the event of failure to pay the due purchase price irrespective of a reasonable additional period or if this can be dispensed with, we shall be entitled, in accordance with the statutory requirements, to withdraw from the contract and/or demand return of the Goods as a result of the reservation of title. The demand for the return of the Goods does not simultaneously contain a statement of withdrawal. Moreover, we are entitled to merely demand the return of the Goods and reserve the right to withdraw.

8. For the duration of the reservation of title, in the event of the occurrence of damage we shall be entitled to all rights resulting from insurance policies entered into by the Buyer. In the absence of agreements to the contrary, benefits resulting from the comprehensive insurance are to be used in full for the repair of the delivery item. If a repair is waived following our approval in the case of severe damage, we shall use the insurance benefit to repay the purchase price and the cost of ancillary performance.

12. Resale and export restrictions

1. The Buyer undertakes, in the case of an intended resale of the Goods, to comply with the statutory export restrictions and other applicable provisions, in particular national and international trading restrictions, boycotts and UN sanctions.

2. If the Buyer violates its obligations resulting from sub-section 1, and if this results in damage or if a fine or an administrative fine is imposed against us, the Buyer shall insofar indemnify us.

13. Applicable law and place of jurisdiction

1. The law of Federal Republic of Germany applies to these General Terms and Conditions of Sale and the legal relations between us and the Buyer, by way of exclusion of international uniform law, in particular the UN Sales Law.

2. The place of business stated in sub-section 1 is deemed the exclusive, including the international, place of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship. However, in all cases we are also entitled to bring legal action at the place of performance of the delivery obligation in

accordance with these General Terms and Conditions of Sale or at the Buyer's general place of jurisdiction. This does not affect prior-ranking statutory requirements, in particular in respect of exclusive places of jurisdiction.

14. Severability clause

In the event that individual provisions of these General Terms and Conditions of Sale are or become invalid, this shall not affect the validity of the other provisions. The parties undertake to replace the invalid provision with a legally valid regulation that comes closest to the economic objective of the invalid provision.

Date: January 2022

Supplementary delivery and payment conditions for deliveries within Germany:

Price surcharges:

Hazardous goods: 9.50 € surcharge for hazardous goods, per delivery Example: Product no. 035510-A

Solder material: The prices for solder material depend mainly on the current silver and copper prices. Price surcharges due to increased raw material prices are reserved; please ask for the current prices.

Drop shipment: 5.00 % surcharge on net order value

Shipping / Shipping costs flat rate within Germany:

Shipping is carried out by us via transport carriers of our choice. We charge a flat rate for this:

- Value of goods up to 250,00 €: Flat rate of 12,00 € net, plus surcharge for small quantities according to number 3 paragraph 2 of the AVB (10%, minimum 15 Euro)
- Value of goods up to 399,99 €: Flat rate of 12.00 € net.
- Value of goods from 400,00 €: free delivery.

Payment of deliveries within Germany: 30 days net from invoice date (no discount).