

General Terms and Conditions of Sale (GTC)

1. Scope

1. These General Terms and Conditions of Sale apply to all business relationships between ROTHENBERGER Industrial GmbH, Sodener Str. 47, 65779 Kelkheim, Germany ("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).

2. The GTCs apply, in particular, to contracts on the sale and/or delivery of movable items ("Goods") without consideration given to whether we manufacture the Goods or purchase these from suppliers (§§ 433, 651 BGB). 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, without us having to refer to them again in each individual case.

3. Our GTCs apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become an integral part of the contract if and insofar as we have expressly agreed in writing to the validity of such conditions. In particular, no consent can be seen in the acceptance of the subject matter of the contract or the payment, even if the acceptance or payment is made with knowledge of conflicting or supplementary general terms and conditions of the Buyer. Similarly, any previously agreed general terms and conditions of the Buyer that conflict with or supplement these GTC shall no longer be recognized.

4. Individual agreements entered into with the Buyer in individual cases (including subsidiary agreements, supplementary information and amendments) shall have preference over these GTCs. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

2. Conclusion of contract

1. All offers are subject to change without notice. Catalogue and leaflet details are only approximate. Constructive changes are reserved. Technical documentation (e.g. drawings, plans, calculations, references to DIN standards) are not binding for us unless otherwise agreed in writing.

2. The Buyer shall be bound by his pending order for 4 weeks after receipt by us. The contract of purchase shall be deemed entered into if the order has been accepted in text form 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 and terms of payment

1. Unless otherwise agreed or stated, the prices apply EXW (INCOTERMS 2020), based on our respective location, excluding packaging, freight, postage, customs duties, surcharges, insurance, etc. plus VAT. These costs shall be charged separately.

2. Insofar as the agreed prices are based on our list prices and the delivery takes place more than 2 months after conclusion of the contract, the list prices valid at the time of delivery shall apply.

3. For orders that do not exceed an order value of 250.00 € net, we charge a minimum quantity surcharge of 15.00 €.

4. Unless advance payment has been agreed, the payment of deliveries within the EU, EFTA and UK must be made within 30 days of the invoice date without deduction to one of our named accounts.

5. Payment for deliveries outside the EU, EFTA and UK shall be made exclusively by advance payment.

6. 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 (§ 353 HGB), remain unaffected.

7. Except in cases of a 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 three 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.

8. In the event 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.

9. Where the Buyer has authorized 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 his counterclaims have become res judicata, are not disputed or have been recognized by us. The Buyer shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

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

1. Our written order confirmation is decisive for the scope of the 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.

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 his 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 endeavor to honor these, but from which the Buyer cannot derive any claims for compensation.

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 technical and commercial details of the order including 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 or if amendments become absolutely necessary for reasons for which we are not responsible, a new reasonable delivery period shall start to run.

3. The day of collection from us shall be deemed to be the day of delivery, but at the latest 2 days after notification of readiness for dispatch, the Goods shall be deemed to have been delivered. Deliveries prior to expiry of the agreed delivery time are permitted.

4. If events of force majeure (e.g. warlike events, terrorist attacks, natural disasters, nuclear accidents), labor disputes, official measures and other unforeseeable, unavoidable, serious events outside the scope of risk occur to us or the Buyer, the respective

contractual party shall be released from its performance obligations for the duration of the disruption and to the extent of its effect. The occurrence of an event of force majeure shall be notified to the respective other party within 3 working days. If the hindrance lasts longer than 3 months, the respective other contracting party shall be entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled. Other rights of termination shall remain unaffected by this provision.

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 honor 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 Section 9 of these GTCs ("Limitation of Liability").

7. Dispatch and transfer of risk

1. Unless otherwise agreed or stated (e.g. for deliveries within Germany), all deliveries apply ex warehouse or ex works (see Section 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 transfer 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. If the Buyer grants his customer a longer warranty period, this has no effect on the period according to paragraph 1 of this Section.

3. 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.

4. In respect of the Buyer's warranty claims, it is required that the Buyer has honored his obligations to inspect and provide notification of defects. We are to be notified in text form 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.

5. 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. The limitation period does not begin to run again after subsequent performance.

6. 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.

7. 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 Section 9 and in other respects are excluded.

8. 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 period (e.g. §§ 195, 199 BGB) 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 paragraph 2 of this Section) 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. Essential contractual obligations are a) obligations that protect the Buyer's essential 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 honoring 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 favor of, persons whose culpability is our responsibility in accordance with the 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 pallets

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/package 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 his 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. Product Discontinuations

We reserve the right to cancel products with 6 months' notice.

12. Reservation of title

1. We reserve title 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 his 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 his 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 his 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 realizable 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 non-payment of 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.

13. Resale and export restrictions

1. Subject to deviating individual agreements, the Goods purchased from us are only intended for use within the territorial scope of the legal framework existing at the place of delivery. The catalogued offer of a product as a country version for a specific country or territory is equivalent to an individual agreement in this respect.

2. The transfer of the goods purchased from us by the Buyer to a country other than the place of delivery is prohibited if the transfer violates an existing or subsequently arising export ban. This applies to statutory export restrictions, the control of war weapons, boycotts, embargoes, and US sanctions. Any sale, export, or re-export of goods that fall within the scope of Art. 12g of Regulation (EU) No. 833/2014 in relation to Russia, or within the scope of Art. 8g of Regulation (EC) No. 765/2006 in relation to Belarus, to the Russian Federation or the Republic of Belarus, or for use in these countries, whether directly or indirectly, is prohibited. The Buyer shall use its best efforts to ensure that the purpose of this restriction is not circumvented by third parties in the wider supply chain, including potential resellers. The Buyer agrees to notify us immediately of any problems with the application of these restrictions, including any relevant third-party activities that may circumvent the purpose of these restrictions. Within 2 weeks of our request, the Buyer is obliged to provide us with information on the fulfilment of the obligations.

3. Failure to comply with the limitation of paragraph 2 of this Section constitutes a serious breach of contract which entitles us to withdraw from the contract or to terminate the contract and obliges the customer to compensate for all damages and disadvantages incurred by us.

14. Applicable law, 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 Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws.

2. The place of business stated in paragraph 1 of this Section 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.

15. 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: October 2024

Additional delivery and payment conditions:

Surcharges:

Minimum quantities:	For orders under 250.00 € net surcharge of 15.00 €
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Payment of deliveries within EU, EFTA and UK: 30 days net from invoice date (no discount).

Payment of deliveries outside the EU, EFTA and UK: prepayment