

**DE NORA Deutschland GmbH  
Shotec GmbH****GENERAL TERMS AND CONDITIONS OF SALE**

Date: November 2025

**1. Scope of application**

- a) The following General Terms and Conditions apply exclusively to all our deliveries and services (including consulting). Any terms and conditions that deviate from, conflict with, or supplement these General Terms and Conditions require our express written approval and are not recognized by acceptance or execution of an order.
- b) Our General Terms and Conditions apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law within the meaning of Section 310 (1) BGB.
- c) Deliveries as defined by these Terms and Conditions also include support services such as installation on delivery of purchase or work and other additional services or consulting services.
- d) In the case of contradictions between the regulations set forth in the principal contract (regularly in the form of an order confirmation) and those set out in these Terms and Conditions, the provisions in the principal contract take precedence.

**2. Offer**

- a) Our offers are subject to change without notice. Information on dimensions, weights, performance, resilience, and other product properties contained in offers and in accompanying documents do not constitute guarantees or warranted properties. They become quality attributes of the delivery item and part of the contract only if they are listed in the order confirmation or confirmed in other written agreements.
- b) The same applies to drawings, sketches, plans, illustrations, dimensions, weights and other performance data, which are provided by the customer or its vicarious agents

(*Erfüllungsgehilfen*) before conclusion of the contract.

**3. Contract conclusion**

The contract is concluded only on receipt of our written order confirmation by the customer, in any event on execution of the delivery.

**4. Design changes**

Insofar as it is reasonable for the customer, we reserve the right to make design changes, if these appear to be technically necessary or in line with the state of the art, provided that such changes do not affect the agreed performance characteristics, functionality, or value of the goods. Minor and reasonable changes that do not impair the contractual purpose are permitted at any time.

**5. Remuneration**

- a) Our prices are exclusive of value-added tax (VAT) at the rate applicable on the date of invoicing, as well as of any government imposed duties introduced after the date of the conclusion of the contract.
- b) Unless otherwise stated in the order confirmation, our prices are in euro "ex works" plus other costs and public charges for packaging, transport and installation. If a service not contemplated in the contract is required, we are entitled to additional remuneration.

**6. Payment**

- a) In principle, invoice and advance payment are available as methods of payment, we accept either method of payment at our discretion.
- b) If we accept cheques or bills of exchange by special arrangement, this is only as

conditional payment; any cheque or bill of exchange charges shall be borne by the customer.

- c) In the absence of other arrangements and if the other maturity requirements have been fulfilled, payments must be made in full, without any deductions, within 14 days of the invoice date.
- d) In the absence of contrary instructions, incoming payments are used to compensate for the oldest or the least secured liabilities at our discretion.
- e) Failure by the customer to comply with agreed terms of payment, not inconsiderable arrears as well as a risk to our claim to consideration only discernible after conclusion of the contract due to impossibility to perform by the customer, such as through an application for commencement of insolvency proceedings in respect of the customer's assets entitle us to suspend outstanding deliveries and execute them only against prior payment or provision of collateral. If, in the event of a risk to our claim to consideration, the customer does not comply with our request within a reasonable grace period to gradually provide the consideration or security at its option against payment/performance, we may rescind the contract without prejudice to other legal rights where the statutory conditions have been satisfied. The risk to our claim to consideration for which the customer is responsible further entitles us, insofar as we have already provided our service, to declare that all our other claims against the customer are immediately due for payment.

## **7. Set off and right of retention**

Offsetting counterclaims by the customer is excluded, unless the counterclaims are legally enforceable, undisputed or acknowledged by us. To this extent, a right of retention is also excluded.

## **8. Shipment**

- a) Unless otherwise stated in the order confirmation, delivery is "ex works". If the place of performance is our registered office and if the delivery item is shipped to that office at the request of the customer, risk passes to the customer, once the delivery item in our warehouse has been handed to the transport company; this also applies where we assume the transport costs.
- b) Partial deliveries are permitted provided that
  - the partial delivery can be used by the purchaser within the scope of the contractual purpose,
  - delivery of the remaining goods is ensured, and
  - the purchaser does not incur any significant additional effort or costs (unless the seller agrees to bear such costs).

## **9. Delivery period**

- a) The delivery period is agreed upon in individual contracts.

However, the delivery period does not begin until all technical details have been clarified and the other documents, official permits to be procured by the customer have been received and the stipulated payment terms and other obligations have been complied with. If these customer's obligations are not fulfilled on time, the deadline will be extended appropriately, provided that we are not responsible for the delay.

- b) The delivery period shall be deemed met if the customer has received notification of readiness for dispatch before its expiry, unless shipment is delayed for reasons attributable to us.
- c) War, riots, lawful industrial action, pandemics or orders from higher authorities, energy deficiencies and lack of raw materials, transport and inevitable breakdowns and all other cases of force majeure (even among

our suppliers) beyond our control exempt us from the duration of the disruption and to the extent of its effects from the obligation to supply.

- d) The customer may send us a written request four weeks after exceeding a non-binding delivery deadline or a non-binding delivery period to deliver within a reasonable grace period.

#### **10. Default in delivery**

- a) If we are in default of delivery, we shall be liable if there is a fixed transaction according to the statutory provisions.

If we are not responsible for the default in delivery, this applies even where the interest of the customer in performance has justifiably ended.

- b) Due to delayed delivery, the customer may rescind the contract within the framework of the law only if we are responsible for the delay or if continuance of the contract is unacceptable to the customer. A change in the burden of proof to the detriment of the customer is not associated with the above regulations.

#### **11. Liability for defects in the delivery of new purchases and work items**

- a) The customer's warranty rights assume that the latter has duly fulfilled his inspection and notification obligations pursuant to Section 377 of the German Commercial Code (HGB), with the notice of defect required to be in writing.
- b) In the event of justified complaints, we will repair, replace or re-perform the relevant individual parts or services at our option - at the customer's option in the case of delivery recourse in accordance with Sections 478, 479 BGB. We are obliged to bear all expenses required to remedy the defect, in particular transport, travel, labor and material costs,

provided these are not augmented by reason of the fact that the goods have been transported to a place other than the place of delivery. If the supplementary performance fails within reasonable periods, where we are given two attempts at supplementary performance, the customer may rescind the contract or reduce payment.

- c) We may refuse supplementary performance if the customer does not meet his due payment obligations towards us to an extent corresponding to the defective part of the service provided.
- d) If the notice of defect is unjust, we are entitled to demand that the customer compensates for the expenses thereby incurred.
- e) Claims and rights in case of defects in new purchase and work items expire after twelve (12) months, starting with the delivery of the delivery item to the customer. The limitation period of twelve (12) months does not apply in cases of injury to life, limb or health, fraudulent concealment of a defect, in the case of intentional or grossly negligent dereliction of duty, in the case of violation of material contractual obligations for which we or our representatives or vicarious agents are responsible and to the extent we are liable under strict liability provisions.

#### **12. Liability for defects for used purchase items and work items and in case of use of used components**

- a) The customer's warranty rights assume that he has duly fulfilled his inspection and notification obligations pursuant to Section 377 HGB, with the notice of defect required to be in writing.
- b) If used items are sold or if a piece of work is constructed by us in whole or in part from used parts or components in accordance with the contractual

stipulations, all liability for material defects is excluded for these items and parts. If we have accepted liability for material defects by contract or if such liability applies to us for other reasons for work constructed in whole or in part from used parts or components, the provisions set forth in para. 13 shall apply, whereupon the limitation period shall be six months contrary to para. 11 e) sentence 1.

### **13. Liability for defects in respect of works**

If the contract concluded between us and the customer is deemed a contract for work, in whole or in part, the provisions are set out in para. 11 and sentences 2 to 4 below as well as the provisions set out in para. 12 and 15 shall apply mutatis mutandis to defects in work - without prejudice to Section 635 (3) BGB - and to claims for compensation. The right of the customer to self-help in accordance with Section 637 BGB is excluded. This shall be without prejudice to the customer's right of termination in accordance with Section 649 BGB. The limitation period begins with acceptance, or if acceptance is not possible on completion of the work.

### **14. Materials provided by the customer**

- a) If the customer provides materials, the customer must vouch for the lack of defects in the materials provided.
- b) Complaints about the materials supplied by the customer shall be lodged by us immediately, at the latest, however, within five (5) working days after acceptance of the delivery item. Hidden defects must be notified immediately after detection, however at the latest within three (3) working days.

### **15. Claim for damages**

- a) We shall be fully liable, in accordance with

the statutory provisions, for damage to life, limb and health that is due to a negligent or intentional breach by us, our legal representatives or our vicarious agents, as well as for damages which are covered by liability under the German Product Liability Act as well as for other damage due to intentional or grossly negligent contractual breaches and fraud by us, our legal representatives or vicarious agents. As far as we have submitted a guarantee of quality and/or guarantee of durability, we shall also be liable under this guarantee.

- b) We shall be liable according to the statutory provisions for damages caused by ordinary negligence insofar as this negligence concerns the breach of such contractual obligations, whose fulfillment is essential for achieving the purpose of the contract (*Kardinalspflichten*). Essential to the contract are the obligation to deliver and install the delivery item on time, its freedom from legal defects and material defects that impair its functionality or usability to a more than insignificant extent, as well as advisory, protective, and custodial duties intended to enable the purchaser to use the delivery item in accordance with the contract or to protect the purchaser's employees from injury to life or limb, or the purchaser's property from substantial damage. In the event of liability for ordinary negligence such liability is limited to the damages that are foreseeable and typical for the contract at the time of its conclusion.
- c) We shall only be liable for damages which do not occur directly to the goods (*Mangelfolgeschaden*) only to the extent the damage is typically associated with and foreseeable under the contract, but which is limited in the amount to the damage that was foreseeable and typical for the contract at the time of conclusion of the contract. This exclusion of liability does not apply to damage to life, limb and health due to a negligent or deliberate breach of duty by us, our legal representatives or our

vicarious agents, as well as damage due to intentional or grossly negligent breach of contract as well as fraud by us, our legal representatives or vicarious agents. To the extent that we have given a guarantee of quality and/or durability with respect to the goods or parts thereof, we shall also be liable under this guarantee.

- d) In the case of a default in delivery, we are liable according to the statutory provisions, if we have culpably breached material contractual obligations or if we or our representatives or vicarious agents are charged with gross negligence or intent. In the event of a delivery delay caused by ordinary negligence, our liability for damages is limited to the foreseeable, typically occurring damage, but shall in any case not exceed the amount of 0.5% of the delivery value per week, up to a maximum of 5% of the delivery value.
- e) Any further liability on our part is excluded; this applies in particular to tortious claims or claims for compensation of futile expenditure in lieu of performance, unless they relate to injury life, limb and health. Where liability is excluded or limited, this also applies to the personal liability of our employees, staff, representatives or vicarious agents.

#### **16. Assignment prohibition**

The assignment of entitlements to performance, payment claims, warranty claims or any other secondary claims as well as claims for damages against us to a third party is permitted only with our consent. This shall be without prejudice to Section 354a HGB.

#### **17. Retention of title, goods subject to retention**

- a) We retain title (*Eigentumsvorbehalt*) of the delivered goods ("goods subject to retention"; *Vorbehaltsware*) and the

documents accompanying the delivery good while we are entitled to claims of any kind arising from the current and future business relationship with the customer. In case of open invoices this retention of title is also used to secure our respective balance claim.

- b) The customer may resell the reserved goods subject to retention in the customary course of business. Customary course of business is not deemed to exist if the goods subject to retention are resold or the buyer of the goods subject to retention does not permit an assignment of the purchase price claim existing against him. The authorization is voided once the customer is in arrears, has applied for commencement of insolvency proceedings, a suspension of payment exists, or his creditworthiness is subject to subsequent reduction.
- c) The customer shall assign to us with immediate effect all claims in respect of the resale of the goods subject to retention including ancillary and security rights in the amount of the invoice value of the goods subject to retention. If goods subject to retention are installed in third-party land and buildings, the customer shall assign to us with immediate effect the claim to compensation in the amount of the invoice value of the goods subject to retention resulting therefrom. The above listed assignments are hereby accepted by us.
- d) Up until the lapse of the authorization issued above, the customer is also authorized to collect the assigned claims. If this authorisation has expired, we shall be entitled to inform the customer's purchasers of the assignment and to collect the claims ourselves. On expiration of the authorization to collect claims, the customer also must provide all information and hand over all documents, which are required to assert the assigned claim.
- e) Transfer of ownership by way of security or assignment and pledging of the goods



subject to retention are not permitted. This shall be without prejudice to Section 354a HGB. In the event of pledge or other intervention by third parties, the customer shall notify us immediately in writing.

- f) The customer shall store the goods subject to retention and the documents free of charge for us and treat them with care. The customer shall insure them of the usual risks such as fire, theft, transport and water damage to cover the replacement value. The customer shall assign with immediate effect claims arising from a damage event against insurers and third parties in the amount of the invoice value of the goods subject to retention concerned. We accept this assignment. The customer is obligated to carry out any necessary maintenance and inspections at his own expense and in good time.
- g) If the value of the collateral to which we are entitled exceeds our claims by more than 10%, we are therefore obliged to release security at our discretion upon request by the customer or by a third party affected by such excessive security.

#### **18. Ownership protection agreement**

If our ownership of individual parts of goods or goods produced by us is generally at risk of destruction due to incorporation in a building or due to connection with the customer's land, the customer is obliged upon contract conclusion to conclude a separate ownership protection agreement with us that is limited in time until the full compensation of our contractual claim to remuneration has been settled by way of an anticipated transfer of possession with respect to the affected goods or parts of goods.

#### **19. Intellectual property rights, drawings, documents, tools**

- a) We reserve the ownership rights and copyrights to all drawings, drafts and documents produced by us. They must be treated as confidential, enjoy the protection of intellectual property in accordance with the statutory provisions and may not be disclosed to third parties, in particular our competitors, or used by the customer in non-contractual arrangements.
- b) Drawings, drafts and documents that are part of our offer must be returned if no contract is concluded.
- c) Tools, models and other devices remain our property even where the customer has assumed the costs in this regard in whole or in part. We are however obliged not to use these items without the consent of the customer for other customers.
- d) In the case of orders for goods or parts of goods whose design and composition characteristics are specified by the customer, the customer shall be responsible for ensuring that the design and composition do not infringe the intellectual property rights of third parties. In the event of any claim being made against us, the customer shall indemnify and hold us harmless.

#### **20. Statutory rules, foreign trade and customs law, exemption, rescission**

- a) Unless otherwise agreed in writing with the customer in the individual case, the purchaser is responsible for compliance with the statutory and official regulations concerning the import, transport, storage, use, resale and export of the goods.
- b) The customer undertakes, in particular, not to sell these goods to third parties, deliver these goods to third parties or use these goods itself for the purpose of developing or producing biological, chemical or

nuclear weapons, for the purpose of the illegal manufacture of drugs, in violation of statutory registration or reporting requirements, or without the approvals required in accordance with the applicable legal regulations. The customer undertakes to reimburse us for all losses and damages and to indemnify us against all civil, administrative and criminal claims resulting from the infringement of the aforementioned obligations by the customer.

- c) If, at the time of the supply/performance, a legal or regulatory approval requirement for the export of our supply/performance exists and such requested export approval is not granted, we are entitled to rescind the contract.
- d) We are also entitled to rescind the contract if, in the event of a duty to register products, a registration is not requested or granted at the time of the supply/performance.
- e) If preferential reliefs can be granted for goods, we reserve the right, if the statutory requirements are met, to produce a declaration on the preferential status (supplier's declaration, a declaration of origin on the invoice) in automated form without having to a separate signature. We confirm that the statement of preference is in accordance with our obligation under Article 5 (3) Regulation (EC) No. 1207/2001.
- f) The customer warrants and undertakes to us that in connection with the contract and the performance thereof, it shall comply with:
  - (i) all applicable laws rules and regulation enacted to combat bribery and corruption (including but not limited to U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010, the Italian Legislative Decree 231/2001 and some provisions of the German Criminal Code in connection with provisions of the Administrative

Offenses Act) and shall not directly or indirectly pay, offer, promise or give anything (including service) of value to any party, including an employee or official of a government, government controlled enterprise or company, or political party, while being aware of or having a belief that such money or item of value will be passed to influence any act or decision by such person or by any government body for the purpose of obtaining undue advantages to us or to any other person or entity related to the contract;

- (ii) the Code of Ethics as adopted from time to time by us and available for consultation by the purchaser on our website at [Code of Ethics | De Nora](#).

We shall have the right to terminate the Contract with immediate effect for cause forthwith pursuant to the applicable provisions of the German Civil Code [BGB] upon written notice to the customer if in our reasonable judgment, the purchaser is in material breach of any of the above representations or undertakings.

- g) The customer acknowledges and agrees that we are required to comply with laws and regulations relating to trade control and international economic sanctions, including but not limited to restrictive measures or prohibitions under applicable European Union (EU), German, United Nations (UN), United States of America (USA) or United Kingdom (UK) (collectively, the "**Measures**"), to the extent that such compliance does not result in a violation of, conflict with, or liability under Section 7 of the Foreign Trade and Payments Act or Regulation (EC) 2271/96.

The customer represents and warrants that (i) it is not included in any list of natural or legal persons, entities or bodies subject to any Measures, nor owned or controlled by

any such person or entity (a “**Designated Party**”) (ii) it shall comply with all Measures applicable to us and/or customer and/or the products and to such effect shall take all the necessary steps to ensure full compliance thereof and (iii) it shall not export, resell, transfer or otherwise make available, directly or indirectly (including without limitation through shippers or forwarders), any product to any Designated Party.

- h) We shall notify the customer if any products deliverable by us are restricted by any Measure. We shall not be liable to the customer for any failure or delay in performance of the contract, if such failure or delay is caused by any of the Measures. Should any Measures be issued at any time preventing us from performing the contract or which, in our reasonable judgment, represent a risk of liability under the Measures we shall be entitled to demand adjustment of the contract in accordance with the provisions on frustration of the basis of the transaction (*Störung der Geschäftsgrundlage*) or to terminate it if adherence to the contract is unacceptable; in the event of impediment to fulfillment of the contract, the provisions of the German Civil Code on impossibility shall apply. The customer shall indemnify and hold us harmless from any liability, damage or detrimental consequence that may arise from any of its violation of any of the Measures and undertakes to transfer such provisions regarding the obligation to comply with the Measures and the associated warranties to its customers. The customer shall provide to us any documentation, including without limitation a duly stamped and signed end-usage declaration as requested by us in a form satisfactory to us, to evidence customer’s compliance with any applicable import-export laws and/or Measures. We shall have the right to terminate the contract with immediate effect for cause forthwith in the case of

customer’s failure to comply with its undertakings or on violation of the representation and warranties herein provided by customer according to the applicable provisions of the German Civil Code (BGB).

- i) If our performance is prevented or made unreasonably difficult or commercially uneconomic it is an “**Excusing Event**”. The following events are Excusing Events:
- (i) any change in the Measures, including, but not limited to, the adoption of export control laws and regulations or international economic sanctions of any kind which, in our reasonable judgment, represent a risk of liability under the Measures that may impact our obligations;
  - (ii) any amendment, extension or revision, or any change in the interpretation or in the application, by any court or regulatory authority with competent jurisdiction, of any Measures existing at the time of execution of the contract;
  - (iii) failure, that is beyond our control, to obtain any authorization, permit or license necessary for the efficacy or execution of the sale of the products and /or services by any competent authority;
  - (iv) any other event, whether or not similar to the ones specified above, outside our control, which would prevent the execution of the sale on the agreed terms, because of Measures.

We shall then notify the customer in writing of an Excusing Event and consult with the customer in good faith on useful or necessary steps to be taken to ensure the regular execution of the contract. The fulfillment of the parties’ respective obligations will be suspended during a consultation period of ninety (90) days (“**Consultation Period**”) from the date of the notification of the Excusing



Event. If, after the Consultation Period our obligations cannot be further executed because they have become impossible invalid or unlawful under the applicable law, provisions of the German Civil Code (BGB) of impossibility are valid. In case our obligations are not impossible unlawful or invalid per se, but they have become more difficult or uneconomic or expose us to risks of liability under the Measures, the execution of the sale shall be suspended from the date of the notification of the Excusing Event until the Excusing Event terminates. In this last case, we and the purchaser shall each have an obligation to mitigate the prejudice suffered as a result of such suspension. If such suspension lasts for more than two hundred (200) days in aggregate, we are entitled to demand adjustment of the contract or to terminate it in accordance with the provisions on frustration of the basis of the transaction (*Störung der Geschäftsgrundlage*) if adherence to the contract is unreasonable.

- j) To the extent applicable to the products and/or services and the purchaser in the context of the contract in question, the purchaser covenants, represents and warrants that products delivered by us which are restricted pursuant to Art. 12g of Regulation (EU) no. 833/2014 and Art. 8g of Regulation (EU) 765/2006 ("**Restricted Products**"), are not sold, supplied, transferred or exported, directly or indirectly (including via representatives, agents, distributors or any third parties), to any natural or legal person, entity or body in the Russian Federation or in Belarus and/or re-exported or transferred for intended use in the territory of the Russian Federation or in Belarus. The customer covenants to ensure that a similar provision is inserted in all its contracts with third parties having as their object the Restricted Products and undertakes to promptly notify us of all such contracts as well as all breaches of the above covenants, representations, and warranties. The customer acknowledges that we are obliged to notify the competent authorities of any breach of the above

covenants, representations, and warranties. In case of breach by the customer at any time of the provisions under this article, we shall be entitled to terminate the contract executed between us and the customer for cause with immediate effect forthwith pursuant to the applicable provisions of the German Civil Code (BGB) by written notice, without prejudice to its right to immediately receive payment of the purchase price for the following items:

- (i) products or services which have been supplied and/or performed, as the case may be, or are in process at the date of termination;
- (ii) the portion of the purchase price for all components or products specially ordered or assembled;
- (iii) the amount of any reasonably unavoidable appropriate cancellation charges payable by us to sub-suppliers without prejudice to our right to claim any further damages. The customer shall indemnify and hold us harmless against any liability, losses, damages (including reputational damages) or costs (including any reasonable and documented legal costs) incurred or suffered by us as a result of any such breach.

## 21. Energy-related performance

In procuring services, systems, machinery and equipment, which have a significant impact on energy use, the order is also placed taking the energy-related performance into account.

## 22. Registered office of the Company

The registered office of the Company (Hanau District Court, HRB 6331) is located in 63517 Rodenbach, Industriestraße 17.

### **23. Court of jurisdiction**

If the customer is a businessman as defined in the German Commercial Code (HGB), an entity or separate estate under public law, the courts having local jurisdiction at our registered office Rodenbach shall have jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, we are also entitled to sue the customer at the court with competence for his registered office.

been demonstrably made between the parties.

- b) Should any of the provisions be or become invalid or unenforceable for legal reasons, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid or unenforceable provision with a provision that comes closest to the intent of the original provision.

### **24. Applicable law**

The law of the Federal Republic of Germany, excluding the UN Sales Convention, applies.

### **25. Place of performance**

Unless otherwise stated in the purchase order, the place of performance is our registered office.

### **26. Data processing**

We process the customer's personal data required within the scope of the business relationship in compliance with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). The processing is carried out for the purpose of contract execution and maintaining the business relationship. Further information, in particular on the rights of data subjects and the transfer of data to third parties, can be found in our separate data protection information, which we make available to the customer.

### **27. Final provisions**

- a) Amendments and additions to this contract must be made in writing. This does not apply to individual agreements that have