

sellacan Industrieofen GmbH General Terms and Conditions of Purchase

Section 1 – General Provisions, Scope

(1) Our General Terms and Conditions of Purchase (hereinafter referred to as “T&Cs”) apply to any and all contracts concluded as of 02/16/2024 governing the supply of movable assets (hereinafter referred to as “Goods”) by suppliers based primarily in Germany. The validity of these T&Cs remains unaffected by any obligations undertaken separately.

(2) Our T&Cs shall apply exclusively; we shall not recognize any Supplier terms that are contrary to or differ from our T&Cs or the relevant statutory provisions, unless we have expressly agreed to the validity of said Supplier terms in writing. Our T&Cs shall apply even if we accept the Supplier’s performance without reservation or render our services without reservation in full knowledge of said Supplier having terms that contradict or differ from our own.

(3) Our T&Cs shall apply only if and insofar as the Supplier is a trader (pursuant to Section 14 of the German Civil Code), a legal entity under public law or a special fund under public law.

(4) References to the validity of statutory provisions are included solely for clarification purposes. Even where such clarification is not included, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these T&Cs.

Section 2 – Offer, Conclusion of Contract and Contractual Content

(1) Any and all orders placed by us shall only be considered final once placed in writing. The Supplier shall notify us of any obvious errors (e.g. typos or miscalculations) as well as any obvious missing or incomplete information, including order documentation, so that we can correct and/or complete the order prior to its acceptance. Should the Supplier require any clarification regarding the details of our order, the Supplier undertakes to clarify these points with us before concluding the contract.

(2) Prior to concluding a contract, the Supplier undertakes to inform us in writing if

- the Goods to be supplied are not expressly suitable for use as agreed with the Supplier, or if the Supplier is unfamiliar with the Goods or the Goods are unrecognizable to the Supplier;
- there may be any particular risks or unusual consequences of using the Goods of which the Supplier is or reasonably should be aware;
- there is any risk of violating patents, licenses or other third-party property rights as a result of resale domestically and/or abroad;
- the Supplier would like to make any changes to standard products previously ordered by us, or if the Supplier has undertaken any such changes to such standard products since our previous order.

(3) Any and all agreements made between us and the Supplier for the purpose of executing the contract and by the date on which the contract is concluded shall be stipulated in writing in the contract and these T&Cs.

(4) We reserve all property rights and copyrights to illustrations, drawings, calculations and other documents. This shall also apply to those written documents designated as “confidential.” Disclosure by the Supplier to third parties shall require our prior express written consent.

(5) Any and all product descriptions of the Goods compiled or referenced by the Supplier, as well as the product descriptions in our order, represent quality agreements as defined by Section 434, Paragraph 2(1) of the German Civil Code (BGB).

Section 3 – Delivery, Delivery Time, Transfer of Risk, Consequences of Default

(1) Provided no other delivery method has been agreed, delivery shall be made DDP as per Incoterms® 2020, whereby our delivery address is specified in our order. Alternatively, where no delivery address is specified in the order, delivery shall be DDP to Daimlerstrasse 12, 32791 Lage, Germany, per Incoterms® 2020. Where, contrary to Section 3 Paragraph 1, Clause 1 of these T&Cs, an agreement is made with the Supplier to provide DAP, “delivery at site” or similar as the delivery method, this clause

shall be understood to mean that delivery is only deemed complete upon arrival of the Goods at the destination, notwithstanding any clear interpretation to the contrary.

(2) The delivery time stated by us in the order is binding. If the delivery time is not specified in the order and absent any other agreement, the Supplier shall make delivery immediately, as per Section 271 of the BGB, where circumstances allow.

(3) In the case of a fixed-date transaction where the delivery deadline is exceeded contrary to Section 376, Paragraph 1, Clause 2 of the German Commercial Code (HGB), we are not required to notify the Supplier that we insist on order fulfillment in order to maintain our right to performance. Maintaining our right to performance shall not affect any unrestricted right of withdrawal to which we are entitled under the statutory provisions.

(4) For certain types of Goods, the Supplier shall assume a procurement risk, provided such a risk is not expressly excluded based on agreement with the Supplier.

(5) Reservations of receipt of delivery on the part of the Supplier shall not apply if the Supplier has assumed a procurement risk.

(6) Early deliveries and partial deliveries are not permitted unless agreed in writing on a case-by-case basis. If we have not agreed to early delivery, we are entitled to return the Goods at the Supplier's expense. If we have not agreed to early delivery but do not return the Goods to the Supplier, the Goods shall be stored by us at the Supplier's expense and risk until the agreed delivery date. Where early deliveries are accepted, the payment date for the purchase price shall be based on the delivery date agreed.

(7) The Supplier undertakes to notify us promptly if they expect to be unable to adhere to the agreed delivery times for any reason whatsoever. Such notification shall not release the Supplier from their duty of punctual performance, and shall not affect the rights to which we are entitled in the event of delayed performance.

(8) The Supplier shall notify us of the delivery in writing with reasonable advance notice, provided this does not impede any other notification obligations.

(9) If the contract stipulates the latest day on which the delivery is to be made, the Supplier shall be deemed to be in default if delivery has not been made by the end of said day, without this requiring a reminder on our part. The other statutory provisions pursuant to Section 286, Paragraph 2(2) to 2(4) of the BGB, which do not require a reminder for default, shall remain unaffected.

(10) In case of default on delivery, we are fully entitled to our unrestricted statutory rights, including the right to withdraw from the contract and the right to claim for damages in lieu of performance upon unsuccessful expiration of a reasonable grace period, unless such grace period is unnecessary pursuant to these T&Cs and/or the statutory provisions. Section 3 Paragraph 11 of these T&Cs shall remain unaffected.

(11) If the Supplier is in default, we may, in addition to any further statutory claims, demand lump-sum compensation for any damage we incur as a result of said default. Said compensation shall be equal to 0.5% of the net purchase price of the Goods not delivered or delivered late for each calendar week or part thereof, up to a total of no more than five percent (5%) of the net purchase price of the Goods not delivered or delivered late. We reserve the right to prove that we have incurred greater damages. The onus to prove that no damage whatsoever or only minimal damage has occurred shall remain on the Supplier. Lump-sum damages pursuant to Section 3, Paragraph 11, Clause 1 of these T&Cs shall be offset against claims for damages for default.

(12) Risk shall be transferred upon delivery. However, contrary to Section 3, Paragraph 12, Clause 1 of these T&Cs, where installation and/or training has been agreed, risk shall be transferred only once such additional services have been rendered. Where, contrary to Section 3, Paragraph 12, Clauses 1 and 2 of these T&Cs, inspection and approval has been agreed beyond that stipulated in Section 433, Paragraph 2 of the BGB, risk shall be transferred upon completion thereof. Furthermore, any inspection and

approval beyond that stipulated in Section 433 Paragraph 2 BGB shall be governed by the statutory provisions of German contract law.

(13) The Supplier undertakes to state our exact order number and parts numbers on all shipping documents and delivery notes, provided these are stipulated in our order. Shipment documentation must be sent to our Receiving department. A delivery note must be enclosed with each shipment of Goods. Wherever possible, invoices should be sent to us on the shipment date. The delivery note and invoice must include our order number and parts numbers, provided these are stipulated in our order.

(14) If the Supplier fails to duly send the above information (pursuant to Section 3, Paragraph 13 of these T&Cs) to the correct location, we shall not be held responsible for any delays in processing.

Section 4 – Outgoing Goods Inspection by the Supplier; Duty to Inform

(1) Wherever possible to prevent consequential losses resulting from the delivery of defective Goods, the Supplier undertakes to inspect the Goods for defects that are duly apparent in the course of a proper inspection prior to delivery. The Supplier undertakes to document, in writing, the outcome of this shipment inspection and to submit said documentation to us upon request.

(2) Should the Supplier become aware, after shipment, that the Goods are defective, they shall inform us of said defect(s) promptly in writing. The same shall apply even if the defect does not rise to the level of a warning based on tort and/or product liability law, or a recall based on tort and/or product liability law.

Section 5 – Pricing, Payment Terms and Default

(1) The agreed purchase price is binding. Price increases for any reason whatsoever are not permitted unless we have consented to this in writing. The agreed purchase price is understood to include the statutory sales tax unless this is stipulated separately.

(2) The agreed purchase price is understood to include any costs for delivery, transport and the transport of any necessary packaging.

(3) The agreed purchase price is payable within 30 calendar days of completed delivery and performance (including any agreed inspection and approval process) and receipt of a correct invoice. If, pursuant to Section 5, Paragraph 3, Clause 1 of these T&Cs, we render payment within 14 calendar days of the relevant date, the Supplier shall grant us a three percent (3%) discount on the net invoice total. Where payment is made by bank transfer, payment shall be deemed to have been rendered on time if the bank transfer is conducted prior to the expiration of the payment period; payment deadlines are not calculated on the basis of when the Supplier receives payment.

(4) We shall not owe interest on arrears as per Section 353 of the HGB.

(5) The relevant statutory provisions shall apply to any defaulted payments.

(6) We shall be entitled to rights of set-off and retention, and to make claims of non-fulfillment of contract as permitted by law. In particular, we are entitled to withhold payments due where any claims by us against the Supplier for incomplete or defective performance remain outstanding. Payment shall be made subject to invoice verification, and shall not affect the Supplier's warranty obligations.

(7) The Supplier shall only be entitled to right of set-off and retention if its counterclaims are legally established, undisputed or accepted by us, or are based on the same contractual relationship.

Section 6 – Material Defects and Defects of Title

(1) In addition to legally defined material defects, Goods shall be deemed defective if, at such time as risk is transferred, they

- do not meet the statutory and/or other legal requirements that must be met for the Goods to be resold in Germany;

- deviate from the recognized technical standards, applicable rules for product safety, relevant DIN and/or EU standards, or if the Goods have not been manufactured in accordance with the same; and/or

- are defective as defined by the German Product Liability Act (ProdHG).

(2) Section 434, Paragraph 3 of the BGB shall not be waived unless the subjective requirements for the Goods pursuant to Section 434, Paragraph 2 of the BGB result in greater requirements for the Goods.

(3) Goods shall be deemed defective if, at such time as risk is transferred, they do not meet the requirements stipulated in Section 11, Paragraph 1 of these T&Cs. Otherwise, defects of title shall be governed by Section 435 of the BGB.

Section 7 – Investigation of Defects – Liability for Defects

(1) The statutory provisions shall apply to the commercial obligation to inspect and provide notice of defects, with the following proviso: We shall only undertake to inspect the Goods for obvious defects and transport-related damage within a reasonable grace period of ten (10) calendar days as of delivery. We shall provide notice of other defects as soon as they become apparent. We are not subject to any further inspection obligations or duties to notify the Supplier of defects, and the Supplier shall waive its objection in this regard to any delayed notice of defect. We are not required to provide notice of defects if the defects in question could or should have been identified by the Supplier, in particular as part of its shipment inspection pursuant to Section 4, Paragraph 1 of these T&Cs.

(2) The statutory provisions apply to our rights in the event of material defects and defects of title involving the Goods delivered, unless otherwise stipulated in these T&Cs. In any case, we are entitled to request that the Supplier remedy the defect or deliver a new item, at our discretion. If the Supplier fails to meet their obligation to render supplementary performance within a reasonable grace period to be determined by us, we are entitled to remedy the defect ourselves and to request reimbursement of the necessary expenses and credit from the Supplier. We reserve the right to withdrawal, price reduction and compensation, in particular the option to choose compensation in lieu of performance.

(3) The grace period for supplementary performance need not be set if the Supplier earnestly and definitively refuses such performance, or if there are special circumstances to justify our immediate assertion of a claim for compensation, taking into account the mutual interests of both Parties.

(4) Prior to withdrawal, a grace period need not be set if

- the Supplier earnestly and definitively refuses supplementary performance; or
- the Supplier fails to render performance by a date specified in the contract or within a timeline specified in the contract, even when we had expressly notified the Supplier either prior to concluding the contract or on account of other circumstances surrounding the conclusion of the contract that timely performance was essential to us; or
- in the event of service not rendered in accordance with the contract, there are special circumstances to justify immediate withdrawal, taking into account mutual interests.

(5) The costs incurred for the purpose of inspection and supplementary performance shall be borne by the Supplier, even if it transpires that no defects are found. This shall not affect our liabilities for damages in the event of unjustified requests to remedy defects. However, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect present, but nevertheless demanded supplementary performance.

(6) If the Supplier is acting as an intermediary for the Goods in question, it shall nevertheless be bound by Section 280, Paragraph 1, Clause 2 of the BGB if it recognized or could have recognized the defect on the basis of its duty to inspect with respect to its own suppliers pursuant to Section 377 of the HGB, or its duty pursuant to Section 4, Paragraph 1 of these T&Cs, but has nevertheless delivered the Goods to us.

Section 8 – Limitation Period

(1) Any claims by the Supplier against us shall expire pursuant to the statutory provisions.

(2) Any claims by us against the Supplier shall expire pursuant to the statutory provisions, unless otherwise stipulated in Section 8, Paragraphs 3 to 5 of these T&Cs. In any case, the special provisions pursuant to Section 445b of the BGB (limitation of recourse claims) shall remain unaffected, even if no separate mention of this is made below.

(3) Contrary to Section 438, Paragraph 1(3) of the BGB, the stipulated limitation period for warranty claims concerning material defects is three (3) years as of transfer of risk. However, if an inspection and

approval process has been agreed beyond that stipulated in Section 433 Paragraph 2 BGB, the limitation period shall commence only upon approval.

(4) Contrary to Section 438, Paragraph 1(3) of the BGB, the stipulated limitation period for warranty claims concerning defects of title is five (5) years. However, the statutory limitation period for third-party claims in rem for restitution pursuant to Section 438, Paragraph 1(1) of the BGB shall remain unaffected. Contrary to Section 8, Paragraph 4, Clause 1 of these T&Cs, there is no limitation period for claims concerning defect of title, provided the third party involved is still permitted to assert their rights, in particular in the absence of a limitation period.

(5) To the extent permitted by law, limitation periods under commercial law, including the above extensions, shall apply to all contractual claims for defects. If and insofar as we are entitled to non-contractual claims for damages due to a defect, the standard statutory limitation period pursuant to Sections 195 and 199 of the BGB shall apply, except in individual cases where the applicable limitation periods under commercial law including the above extensions would result in a longer limitation period.

Section 9 – Supplier Redress

(1) In addition to our rights to claim for defects, we retain our full and unrestricted right to recourse pursuant to Section 327u of the BGB, Section 445a of the BGB (our recourse against the Supplier in case we incur any expenses in the course of any supplementary performance we must render to our clients) and Section 478 of the BGB (special provisions concerning recourse in the case of the sale of consumer goods). In particular, we are entitled to request, on a case-by-case basis, that the Supplier render the precise type of supplementary performance (rectification or replacement) owed, by us, to our clients. This shall not affect our statutory right to choose the remedy (per Section 439, Paragraph 1, BGB).

(2) Our rights to claim for defects under Section 445a of the BGB and Section 478 of the BGB shall remain intact, even if the Goods undergo additional processing prior to their sale, by us, to consumers or one of our clients, e.g. by incorporating the Goods into another product.

Section 10 – Product Liability – Indemnity – Third-Party Liability Insurance

(1) If the Supplier is responsible for a product defect and/or personal injury, it undertakes to indemnify us in this respect from third-party claims upon first request, if and insofar as the defect in question falls under the Supplier's scope of responsibility in terms of control and organization and the Supplier itself is liable to third parties.

(2) As part of its liability for damage events as defined by Section 10, Paragraph 1 of these T&Cs, the Supplier shall further undertake to reimburse any expenses arising from or in connection with recall actions taken by us. Where possible and reasonable, we shall inform the Supplier of the content and scope of the recall measure, and shall provide the Supplier with the opportunity to comment. This shall not affect our other statutory claims.

(3) The Supplier undertakes to maintain product liability insurance with a minimum all-inclusive coverage amount of five (5) million euros per instance of personal injury/property damage. Where we are entitled to assert additional claims for damages, this right shall remain unaffected. The Supplier undertakes to provide us with proof of insurance upon request.

Section 11 – Property Rights

(1) The Supplier shall deliver the Goods free of third-party rights. In particular, the supply and/or use of delivery items must not infringe upon any patents, utility models, designs or other third-party proprietary rights in Member States of the European Union or other States in which the Supplier manufactures the Goods or has said Goods manufactured.

(2) Should claims be made against us by third parties due to infringement of third-party rights pursuant to Section 11, Paragraph 1 of these T&Cs, the Supplier shall indemnify us against these claims without us waiving any further claims for damages. The Supplier's duty to indemnify refers to any and all expenses we incur as a result of or in connection with a third-party claim.

(3) The Supplier's duty of liability and indemnity shall not apply if and insofar as the deliveries have been made exclusively in accordance with our models, illustrations, drawings, plans or other documents, and

the Supplier is not aware or would not reasonably have been aware that the manufacture of Goods on the basis of our models, illustrations, drawings, plans and/or other documents constitutes any infringement of property rights.

Section 12 – Customs Regulations

The Supplier undertakes to promptly provide us with proof of non-preferential origin of its goods in the form of certificates of origin (for imported goods) or individual/long-term supplier's declarations (for goods manufactured in an EU Member State). Sub-suppliers shall duly be bound by the above. The Supplier shall promptly notify us of any change of the originating status of the Goods.

Section 13 – Spare Parts

The Supplier undertakes to provide spare parts for the products delivered to us for a period of at least ten (10) years as of the last delivery of the Goods in question.

Section 14 – Provisions

(1) If and insofar as we provide the Supplier with parts and/or other materials, these shall remain our property, and the Supplier undertakes to verify whether the parts and/or other materials provided by us are suitable and free of defects prior to use (in particular prior to installation or assembly with other parts), to properly handle the same, and to store them temporarily.

(2) Tools, equipment and models we provide to the Supplier or which are manufactured for contractual purposes and billed to us separately by the Supplier shall remain our property or shall become our property. The Supplier shall identify the above as our property, and shall carefully safeguard them, secure and insure them against damage of any kind, and only use them for contractual purposes.

Section 15 – Confidentiality

The Supplier undertakes to maintain confidentiality regarding the written and verbal information we disclose in connection with this contract, and/or any information the Supplier otherwise becomes aware of. This duty of confidentiality specifically refers to data, drawings, manufacturing instructions and any other information expressly or similarly identified as confidential or information that would reasonably be considered confidential on the basis of its content. The Supplier is prohibited from subjecting our products or items to reverse engineering through observation, examination, disassembly, testing or any similar process, nor shall it obtain, utilize or imitate the confidential information embodied therein. This duty of confidentiality shall not apply if the Supplier can prove that they were already aware of the confidential information in question prior to our disclosure, or if this information becomes publicly available during the term of this contract, provided this was not attributable to any contractual breach by the Supplier.

Section 16 – Prohibition of Assignment

Section 354a of the BGB notwithstanding, the Supplier is not entitled to assign its claims from the contractual relationship to third parties.

Section 17 – Retention of Title by the Supplier

(1) We shall gain ownership of the Goods upon delivery.

(2) If, contrary to Section 17, Paragraph 1 of these T&Cs, transfer of ownership of the Goods from the Supplier to us is subject to payment of the full purchase price, retention of title shall expire no later than upon payment of the purchase price for the Goods delivered. Said retention of title shall only have the effect of a simple retention of title. However, in this case, we are nevertheless entitled to resell the Goods in the ordinary course of business, even before the purchase price is paid. We shall assign any claims arising from this resale to which we are entitled to the Supplier, which hereby accepts said assignment.

(3) Any and all other forms of retention of title are excluded, in particular extended retention, transferred retention or retention extended for further processing.

Section 18 – Place of Performance, Choice of Law, and Jurisdiction

(1) The delivery location is stipulated in Section 3, Paragraph 1 of these T&Cs. The place of payment and performance for all other obligations resulting from this contract with the Supplier, including supplementary performance and restitution in the event of withdrawal, is 32791 Lage, Germany.

(2) The law of the Federal Republic of Germany shall apply to these T&Cs and the contractual relationship between us and the Supplier, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(3) If the Supplier is a merchant per the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from this agreement shall be our business address in 32791 Lage, Germany. However, we are, in any case, entitled to file suit in the Supplier's general place of jurisdiction. This shall not affect any superseding statutory provisions, in particular those regarding exclusive authority.

Section 19 – Other Provisions

(1) Should any provision of these T&Cs be or become invalid, in whole or in part, the validity of the remaining provisions shall not be affected.

(2) Neither a handwritten signature nor an electronic signature is required to fulfill the written form requirement. Correspondence via fax, electronically, via email or other electronic form shall be deemed sufficient to meet the written form requirement.

(3) We shall store and confidentially process any necessary personal data in line with the provisions of the applicable data protection laws.

Last updated: February 2024