

## Terms and Conditions

of HENGSTLER Zylinder GmbH, Schätzlestraße 2-8, 77756 Hausach, for use in business transactions with entrepreneurs, legal entities under public law, and special funds under public law.

These General Terms and Conditions of Sale and Delivery (hereinafter “GTC”) apply to all current and future business relationships of Hengstler Zylinder GmbH, Schätzlestraße 2-8, 77756 Hausach (hereinafter “we,” “us,” or “Supplier”).

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### § 1 General Provisions, Scope of Application

1. Our GTC apply exclusively; we do not recognize any terms and conditions of the purchaser that conflict with or deviate from our GTC, unless we have expressly agreed to their validity in writing. Our GTC remain valid even if we carry out the delivery to the purchaser without reservation while being aware of terms and conditions of the purchaser that conflict with or deviate from our GTC.
2. Verbal commitments made by agents or employees of our company are only effective if they are either confirmed in writing by our company or if they are made by persons authorized to represent the company (managing directors, authorized signatories, agents with power of attorney) in a number sufficient to constitute valid representation. Individual agreements with the customer (including ancillary agreements, supplements, and amendments) shall in any case take precedence over these General Terms and Conditions.
3. Our General Terms and Conditions apply only to entrepreneurs as well as legal entities under public law or special funds under public law within the meaning of Section 310(1) of the German Civil Code (BGB).

### § 2 Offer, Offer Documents

1. Offers made by us are subject to change and non-binding. They merely constitute an invitation to the recipient of the offer to submit an offer of their own on this basis. This does not apply if we have expressly designated an offer in writing as legally binding. A contract is therefore concluded only through the customer’s order based on our “offer” and our subsequent order confirmation in writing.
2. If a customer’s order is to be classified as an offer pursuant to § 145 BGB, we may accept it within 2 weeks.
3. We reserve all property rights and copyrights to all illustrations, drawings, calculations, and other documents of Hengstler Zylinder GmbH. Regardless of whether such documents are legally protected, they constitute valuable operational know-how. Disclosure to third parties or commercial use by the customer beyond the purposes of the respective supply contract therefore requires our express consent. This does not apply to documents that are generally known.
4. Both parties undertake not to use the other party’s trade secrets, of which they have become aware in the course of their cooperation or the supply, for their own economic purposes outside the scope of the respective supply contract, nor to disclose them to third parties. The parties shall take reasonable confidentiality measures to protect this

information . The confidentiality obligation shall not apply if such trade secrets have become public knowledge through no fault of the other party. Trade secrets are defined as trade secrets within the meaning of Section 2(1) of the German Trade Secrets Act (GeschGehG). The customer is expressly prohibited from observing, examining, disassembling, or reverse-engineering the products or prototypes delivered by us for the purpose of obtaining trade secrets.

5. The customer is responsible for the accuracy of the offer documents provided by them, such as design drawings, calculations, sketches, and descriptions. We are not obligated to verify them.
6. We are entitled to make design changes to the products we deliver, provided that these result from further developments of the respective series product and provided that the modified products are at least economically and technically equivalent to the products ordered by the customer and can be used by the customer in the same manner as the products originally to be delivered.

### **§ 3 Prices, Terms of Payment**

1. Unless otherwise stated in the order confirmation, our prices are EXW (Ex Works) Hausach in accordance with Incoterms® 2020, excluding packaging, transport, and insurance.
2. Statutory value-added tax is not included in our prices; it will be shown separately on the invoice at the statutory rate on the date of invoicing and must be paid separately by the customer.
3. The deduction of a discount requires a separate written agreement.
4. Unless otherwise specified in the order confirmation, the purchase price is due for payment net (without deduction) within 30 days of the invoice date. The statutory provisions regarding the consequences of late payment apply. The date of receipt in our account shall determine whether payment is timely.
5. The customer is only entitled to set-off if their counterclaims have been legally established, are undisputed, or have been acknowledged by us. Furthermore, the customer is only authorized to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship. Furthermore, the customer is only authorized to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.
6. In the event of the customer's default in payment, we are entitled to exercise the rights under § 321 BGB.
7. If, as agreed, delivery is to take place more than 4 months after the conclusion of the respective supply contract, we reserve the right to increase the delivery prices appropriately if and to the extent that this becomes necessary due to increases in material prices, energy costs, and/or general increases in wages in the metal industry that affect our company, whereby we undertake, upon request, to provide evidence of the amount of the cost of goods sold. Similarly, in the event of a corresponding reduction in these cost factors, we are obligated to reduce the delivery price by a reasonable amount. If this results in a price increase of more than 10%, the purchaser is entitled to withdraw from the contract.

### **§ 4 Delivery Time, Delay in Delivery**

1. Delivery periods are binding only if confirmed by us in writing.
2. A delivery period or delivery date agreed upon with the customer shall be deemed extended accordingly if, after the conclusion of an order, technical problems or technical issues requiring clarification arise for reasons beyond our control.
3. Compliance with our delivery obligation further presupposes the timely and proper fulfillment of the purchaser's obligations. We reserve the right to raise the defense of non-performance of the contract.
4. If the customer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to demand compensation for the damage incurred by us in this regard, including any additional expenses. We reserve the right to assert further claims.
5. Provided the conditions of paragraph 4 are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the purchaser at the time the purchaser is in default of acceptance or payment.
6. In the event of a delay in delivery, the customer is entitled to withdraw from the contract if the statutory requirements are met, provided that a reasonable grace period is always granted for the fulfillment of our obligations.
7. The following provisions in Section 7 apply to any claims for damages by the purchaser arising from delay.
8. We are entitled, after the expiration of a grace period set by the customer pursuant to § 323 BGB, to request that the customer declare within a period of 10 days whether they continue to insist on performance of the contract or exercise their right of withdrawal. If the customer does not provide such a declaration within this period, we are entitled to withdraw from the contract.

#### **§ 5 Transfer of Risk, Packaging**

1. Unless otherwise specified in the order confirmation, delivery is agreed upon EXW (Ex Works) Hausach in accordance with Incoterms® 2020. We are entitled to make partial deliveries, provided these are reasonable for the customer.
2. Transport packaging and all other packaging in accordance with the Packaging Ordinance will not be taken back; pallets are excluded. The customer is obligated to arrange for the disposal of the packaging at their own expense.
3. If the buyer so desires, we will cover the delivery with transport insurance; the costs incurred in this regard shall be borne by the buyer.
4. Risk passes to the purchaser as soon as the goods have left our factory, an external warehouse, or—in the case of direct delivery of goods not manufactured by us—the subcontractor's warehouse, or have been handed over to the carrier. If shipment or pickup of the goods is delayed due to circumstances for which the buyer is responsible, the risk shall pass to the buyer upon receipt of the notice of readiness for shipment. In this case, we are entitled, after setting and fruitless expiration of a reasonable deadline, to dispose of the delivery items otherwise and to supply the buyer within a reasonably extended deadline.

#### **§ 6 Liability for Defects**

1. The buyer must inspect the products delivered by us immediately in accordance with § 377 HGB. Unless the buyer reports any defects within a period of immediately, but no later than 14 days, after receipt of the products, the delivery shall be deemed accepted. The notice of defect must be made in writing, whereby transmission by fax or email is also sufficient. The above notice period does not apply if defects were not detectable even upon proper inspection within the meaning of § 377 HGB. In this case, the defect must be reported immediately after the hidden defect became apparent. The purchaser must provide evidence of the time at which the hidden defect became known to them. We are entitled to establish reasonable guidelines regarding how products delivered by us are to be inspected immediately upon receipt. Liability for defects is based exclusively on the agreed quality.
2. If the purchased item is defective, we are entitled, at our discretion, to perform subsequent performance in the form of remedying the defect or delivering a new, defect-free item. In the event of rectification of the defect, we are obligated to bear all expenses necessary for the purpose of rectification, in particular transportation, travel, labor, and material costs, provided that these are not increased by the fact that the purchased item has been moved to a location other than the place of delivery.
3. If the subsequent performance fails despite two attempts, the buyer is entitled, at their discretion, to demand rescission or a price reduction.
4. We are entitled to refuse subsequent performance if it is possible only at disproportionate cost. The buyer's right to reduce the purchase price in this case or, if the legal requirements are met, to withdraw from the contract remains unaffected; the following § 7 applies to claims for damages in this regard.
5. The statute of limitations for claims by the purchaser of any kind based on defects in the delivered products is one year from the delivery of the product. Excluded from this are the purchaser's claims for recourse pursuant to § 445a BGB.
6. The following § 7 applies to any claims for damages by the buyer due to defects in the products delivered by us.
7. If products delivered by us are inspected by us due to a complaint by the customer and the complaint proves to be unfounded, the customer shall bear the resulting costs, which will be invoiced to the customer by us at our standard rates for maintenance and service work.
8. Any liability on our part for products delivered by us shall lapse if the products delivered by us are modified by the customer, unless the customer provides evidence that such modifications are not the cause of the reported defect. Likewise, our liability for defects in the delivered product shall lapse if the products are not maintained, cared for, and used in accordance with our instructions, unless the customer proves that the deviation from our specifications was not the cause of the defect reported by the customer. The customer is obligated to comply with our guidelines for the maintenance, care, and use of the delivered products and to document this in an appropriate manner. Compliance with these guidelines must be demonstrated to us upon request.

## **§ 7 Liability and Claims for Damages**

1. Claims for damages by the purchaser against us are excluded to the extent that neither the officers nor the executive officers, employees, or other vicarious agents of

HENGSTLER ZYLINDER GMBH are guilty of intent or gross negligence. This limitation of liability does not apply to the breach of obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the contracting party may regularly rely (“cardinal obligations”). Even in the event of a breach of such cardinal obligations—provided there is neither intent nor gross negligence on the part of HENGSTLER ZYLINDER GMBH—the damages to be compensated are limited to the foreseeable damages typical for this type of contract.

2. Furthermore, the limitations of liability in this paragraph do not apply to injury to life, limb, or health.
3. The statute of limitations for the customer’s claims for damages of any kind against HENGSTLER ZYLINDER GMBH is one year, calculated from the start of the respective statutory limitation period. Notwithstanding the foregoing, the statutory limitation period applies to the customer’s claims for damages based on intent or gross negligence on our part or on the part of our vicarious agents, or on a breach of cardinal obligations, or resulting from injury to life, limb, or health.
4. The foregoing limitation of liability applies to claims for damages by the purchaser arising from the contractual relationship of any kind, in particular for damages resulting from delay, damages for non-performance, damages for defects in the delivered products, or for the breach of duties to advise and inform. The foregoing limitation of liability also applies to the costs of product recalls carried out by the purchaser due to a defect in the products delivered by us, regardless of whether the claim is based on the purchaser’s right to reimbursement of costs, on tortious or contractual claims for damages, or on agency without authority.
5. If products delivered by us are transported to areas outside the territory of the Federal Republic of Germany, we cannot guarantee that the products will not infringe any third-party intellectual property rights there. It is always the customer’s responsibility to verify whether the products delivered by us could infringe third-party intellectual property rights in countries outside the Federal Republic of Germany. The customer is obligated to indemnify us against any claims by third parties based on intellectual property rights. It is always the customer’s responsibility to verify whether products delivered by us comply with legal and regulatory requirements in countries outside the Federal Republic of Germany and conform to local standards, unless we confirm in writing compliance with such legal or regulatory requirements or standards.

## **§ 8 Retention of Title**

1. We reserve title to the purchased goods until all payments under the delivery contract have been received. In the event of the customer’s breach of contract, in particular in the event of default in payment, we are entitled to take back the purchased goods. Our taking back of the purchased goods does not constitute a withdrawal from the contract, unless we have expressly declared this in writing. Our seizure of the purchased item always constitutes a withdrawal from the contract. After taking back the purchased item, we are authorized to sell it; the proceeds from the sale shall be applied toward the purchaser’s liabilities, less reasonable costs of sale.
2. The purchaser is obligated to handle the purchased goods with due care; in particular, the purchaser is obligated to insure them at their own expense against fire, water, and theft damage at replacement value. If maintenance and inspection work is required, the

purchaser must carry it out in a timely manner at their own expense. The purchaser hereby assigns to us, as security for the payment claims to which we are entitled, all claims against third parties or insurers arising from the destruction or damage of the goods subject to retention of title. The purchaser is obligated to report any such damage immediately; furthermore, upon our first request, the purchaser is obligated to disclose the assignment to the third party or the insurer.

3. In the event of seizures or other interventions by third parties, the purchaser must notify us immediately in writing so that we may file a lawsuit pursuant to § 771 of the German Code of Civil Procedure (ZPO).
4. The purchaser is entitled to resell the purchased item in the ordinary course of business; however, the purchaser hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim that arise for the purchaser from the resale against its customers or third parties, regardless of whether the purchased item was resold without or after processing. The purchaser remains authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. We undertake, however, not to collect the claim as long as the purchaser meets its payment obligations from the proceeds received, does not fall into default of payment, and, in particular, no application for the opening of composition or insolvency proceedings has been filed or payments have been suspended. If this is the case, however, we may demand that the purchaser disclose to us the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents, and notify the debtors (third parties) of the assignment.
5. Any processing or transformation of the purchased item by the purchaser shall always be carried out on our behalf. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount including VAT) to the other processed items at the time of processing. In all other respects, the same provisions apply to the item created by processing as to the purchased item delivered under retention of title.
6. If the purchased item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the purchaser's item is to be regarded as the principal item, it is deemed agreed that the purchaser transfers proportional co-ownership to us. The purchaser shall hold the sole ownership or co-ownership thus created in safekeeping for us.
7. The purchaser also assigns to us the claims arising against a third party through the combination of the purchased item with real property, as security for our claims against the purchaser.
8. We undertake to release the securities to which we are entitled at the purchaser's request to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is at our discretion.
9. If the products delivered by us are transported to a country outside the Federal Republic of Germany that does not recognize the above retention of title, or does not recognize it in full, the customer is obligated, upon our first request, to grant us corresponding liens and/or other security interests equivalent to the above retention of title and to take all

necessary and appropriate measures for this purpose. The customer is obligated to notify us, if necessary, of the necessity of such liens or other security interests.

### **§ 9 Supply to Us, Force Majeure**

1. A party shall not be liable for the non-performance or delayed performance of any of its obligations under the contract if and to the extent that such non-performance or delay is caused by events of force majeure. Force majeure includes all unforeseeable events that are beyond the reasonable control of the affected party and that prevent, hinder, or delay the performance of the contract. This includes, in particular but not exclusively: war, armed conflicts, terrorist acts, geopolitical crises (including blockades of sea and trade routes), embargoes, sanctions, government orders, strikes, lawful lockouts, epidemics, pandemics, natural disasters (such as earthquakes, floods), cyberattacks on IT infrastructure, and the destruction of production facilities by fire or explosion, provided that we are not responsible for the delivery impediment, whether on our part or that of our supplier. If the delivery impediment lasts for more than four weeks, we are entitled to withdraw from the contract in such cases.
2. We shall not be responsible for a delay in the delivery time if it is due to the fact that we are not supplied by our suppliers with raw materials, components, or semi-finished products, even though we have entered into a corresponding hedging transaction and the supplier's failure to deliver, delayed delivery, or defective delivery is not attributable to us, and we have selected the supplier with due care. In such a case, we undertake to immediately seek a replacement for the failed delivery, provided that such a replacement delivery by another supplier is reasonable for us. A replacement delivery is only reasonable if it corresponds in price and quality to the originally agreed delivery. We are obligated to notify the purchaser immediately of the reasons for such delivery delays. If these circumstances result in the delivery being delayed by more than two months, both we ( ) and the purchaser are entitled to withdraw from the contract. Any services already received must be returned; further claims are excluded.

### **§ 10 Place of Performance and Jurisdiction**

1. The place of performance and venue for deliveries and payments, including actions relating to checks and bills of exchange, as well as all disputes arising between us and the purchaser from contracts subject to these terms and conditions, is the registered office of Hengstler Zylinder GmbH. We are also entitled to sue the purchaser at their place of residence or business.
2. The relationship between the contracting parties shall be governed exclusively by the substantive law of the Federal Republic of Germany, excluding the conflict-of-laws provisions of private international law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
3. In the event that any provision of these General Terms and Conditions of Sale and Delivery is invalid or void, the validity of the remaining provisions shall remain unaffected.

### **§ 11 Export Controls and Sanctions**

1. The Supplier's performance of the contract is subject to the condition that no obstacles to performance exist due to national or international foreign trade regulations, in particular export control provisions, as well as no embargoes or other sanctions.

2. The purchaser undertakes to provide all information and documents required for export, transport, or import.
3. Delays resulting from official export reviews or approval procedures shall suspend agreed deadlines and delivery times to that extent. If required approvals are not granted or if the delivery and performance are not legally eligible for approval, the contract shall be deemed not to have been concluded with respect to the affected parts.
4. The purchaser may not sell, export, or re-export the products delivered by the supplier to third parties if this would violate applicable sanctions or embargoes of the Federal Republic of Germany, the European Union, or the United States of America, or if it is intended to circumvent sanctions.