

ISOflanges GmbH**General Terms and Conditions of Sale and Delivery****1. General Provisions**

- (1) The following Terms and Conditions of Sale and Delivery shall apply to all contracts between ISOflanges GmbH ("**Seller**") and its customers ("**Buyer**") for the sale and/or delivery of movable goods ("**Goods**"). They apply only where Buyer is an entrepreneur within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), a legal entity under public law, or a special fund under public law. These Terms and Conditions of Sale and Delivery shall also apply to all future contracts between Seller and Buyer relating to the sale and/or delivery of Goods without the need for Seller to incorporate them expressly into each such contract.
- (2) These Terms and Conditions of Sale and Delivery shall apply exclusively. Any deviating or supplementary general terms and conditions or purchasing terms of Buyer shall not apply, even if Seller does not expressly object to their application.
- (3) Individual agreements entered into between Buyer and Seller (including ancillary agreements, supplements and amendments) shall prevail over these Terms and Conditions of Sale and Delivery. Unless proven otherwise, the contents of such individual agreements shall be evidenced by a written contract or Seller's written confirmation.
- (4) Legally relevant declarations and notices by Buyer relating to the contract (including, without limitation, the setting of deadlines, notices of defects, termination or reduction of the purchase price) shall be made at least in text form (Text-form) within the meaning of Section 126b BGB, for example by letter or email. Statutory form requirements and any further requirements as to proof, in particular in the event of doubts as to the authority of the person making the declaration, shall remain unaffected.
- (5) References to the applicability of statutory provisions are made for clarification purposes only. Even in the absence of such references, the statutory provisions shall apply unless they are directly amended or excluded by these Terms and Conditions of Sale and Delivery.

2. Offers and Conclusion of Contract

- (1) All offers made by Seller are subject to change and non-binding, unless they are expressly designated as binding. This shall also apply where Seller has provided Buyer with catalogues, technical documentation (including, without limitation, drawings, plans, calculations or references to DIN standards), other product descriptions or documents, including in electronic form.
- (2) Information regarding the quality and possible applications of the Goods contained in documents relating to an offer serves solely as a description and shall not constitute a guarantee of quality unless expressly designated as such by Seller in writing.
- (3) Seller reserves all ownership rights and copyrights in all documents relating to an offer provided to Buyer. Such documents may not be disclosed or made available to third

parties without Seller's consent and may be used exclusively within the scope of the contractual relationship with Seller. Upon Seller's request, such documents shall be returned or deleted unless they are required for the performance of the contract.

- (4) Buyer's order for the Goods shall constitute a binding offer to enter into a contract. Unless the order indicates otherwise, Seller may accept such offer within 14 days of receipt of the order. Acceptance may be declared either in writing (including by means of an order confirmation) or by delivery of the Goods to Buyer.

3. Prices and Terms of Payment

- (1) Unless otherwise agreed, Seller's prices applicable at the time of conclusion of the contract shall apply, ex works and exclusive of statutory value added tax.
- (2) Any additional costs for packaging and transport, as well as for any transport insurance agreed upon shall be invoiced to Buyer by Seller. Any customs duties, fees, taxes and other public charges shall be borne by Buyer.
- (3) Seller's claims shall become due upon receipt of the invoice by Buyer. Unless otherwise agreed, payments shall be made within 14 days of receipt of the invoice, without deduction, to the bank account designated by Seller.
- (4) Upon expiry of the aforementioned payment period, Buyer shall be in default. Default interest shall accrue at the applicable statutory default interest rate. Seller reserves the right to claim further damages caused by the delay in payment.
- (5) Buyer shall only be entitled to set off or exercise a right of retention to the extent its counterclaims have been finally adjudicated by a court of competent jurisdiction, are undisputed, or have been acknowledged by Seller.
- (6) If, after the contract has been concluded, it becomes apparent that Buyer's financial circumstances have materially deteriorated, or if Seller becomes aware of a material deterioration that already existed at the time the contract was concluded without Seller having known or ought to have known of such deterioration, Seller shall be entitled to perform its outstanding obligations only against advance payment or the provision of adequate security. Any agreed delivery periods shall be extended accordingly. Any outstanding claims in respect of deliveries already made shall become due immediately.

4. Assignment of Claims

Buyer may not assign any claim against Seller without Seller's prior written consent. Section 354a of the German Commercial Code (Handelsgesetzbuch – HGB) shall remain unaffected.

5. Delivery Period

- (1) The period for performance of Seller's contractual obligations ("**Delivery Period**") shall be agreed individually with Buyer or specified in Seller's order acceptance.
- (2) The agreed Delivery Period shall not commence until all details required for the performance of the relevant obligation have been agreed, Buyer has performed all required acts of cooperation and Buyer has made any advance or down payments due. Any delay by Buyer in performing its

obligations to cooperate or any request by Buyer for changes shall result in a reasonable extension of the Delivery Period.

- (3) Events of force majeure or other external events beyond Seller's reasonable control (including, without limitation, operational disruptions, shortages of energy or raw materials, industrial disputes, pandemics, wars and warlike conditions) shall release Seller from compliance with its delivery obligations for the duration of such events, even if such events occur during an existing default. Delivery Periods shall be extended by a reasonable period accordingly. Seller shall inform Buyer without undue delay of the occurrence of such events and, at the same time, notify Buyer of the expected new Delivery Period. If performance remains impossible within the new Delivery Period, Seller shall be entitled to rescind the contract in whole or in part. Any consideration already provided by Buyer shall be reimbursed without undue delay.

6. Delivery, Passing of Risk, Default in Acceptance

- (1) Delivery shall be made ex works, which shall also constitute the place of performance for delivery and any subsequent performance. At Buyer's request and expense, the Goods shall be dispatched to another destination ("**Sale by Dispatch**").
- (2) In the case of delivery ex works, the risk of accidental loss of or damage to the Goods shall pass to Buyer once Seller has notified Buyer that the Goods are ready for collection and has made the Goods available at the works in accordance with the contract. In the case of a Sale by Dispatch, the risk of accidental loss of or damage to the Goods shall pass upon handover of the Goods to the forwarding agent, carrier or other person designated to carry out the dispatch. Where acceptance has been agreed, the passing of risk shall be governed by such acceptance.
- (3) If Buyer is in default of acceptance or culpably fails to perform its obligations to cooperate, Seller shall be entitled to claim compensation for any damage resulting therefrom, including any additional expenses, in particular storage, transport and insurance costs. Any further statutory rights and remedies shall remain unaffected.
- (4) Seller shall be entitled to make partial deliveries, provided that:
- a) the partial delivery can be used by Buyer for the contractually agreed purpose;
 - b) delivery of the remaining ordered Goods is ensured; and
 - c) Buyer does not incur any material additional expense as a result (unless Seller agrees to bear such expense).

7. Retention of Title

- (1) Seller retains title to the Goods ("**Reserved Goods**") until all present and future claims arising from the contractual relationship for the sale and delivery of Goods to which Seller is entitled against Buyer have been satisfied in full.
- (2) Buyer shall handle the Reserved Goods with due care, store them properly and, at its own expense, insure them

adequately against loss of or damage to the Reserved Goods caused by fire, water or theft.

- (3) Buyer may, in the ordinary course of business, process the Reserved Goods or resell them subject to an agreement providing for an extended retention of title (verlängerter Eigentumsvorbehalt) or an expanded retention of title (erweiterter Eigentumsvorbehalt). In such case, the following provisions shall apply:
- a) Seller's retention of title shall extend to the products created by processing, mixing or combining the Reserved Goods at their full value, with Seller being deemed the manufacturer. If, in the course of processing, mixing or combining with goods of third parties, such third parties retain their ownership rights, Seller shall acquire co-ownership in proportion that the value of the Reserved Goods (calculated on the basis of the final invoice amount, including value added tax) bears to the value of the other goods processed, mixed or combined at the time of such processing, mixing or combining. In all other respects, the provisions applicable to the Reserved Goods shall also apply to the resulting product.
 - b) Buyer hereby assigns to Seller all claims against third parties arising from the resale of the Reserved Goods or the resulting product, in full or, where Seller has acquired co-ownership, in proportion to Seller's co-ownership share. Notwithstanding Seller's right to collect the claims itself, Buyer shall remain authorised to collect the claims even after the assignment. Seller undertakes not to collect the claims for as long as and to the extent that Buyer duly fulfils its payment obligations, no application for the opening of insolvency or similar proceedings has been filed, and Buyer has not suspended its payments.
 - c) If the realisable value of the securities to which Seller is entitled exceeds the secured claims by more than 10%, Seller shall, at Buyer's request, release the securities to that extent. Seller shall have the right to determine which securities are to be released.
- (4) Until the secured claims have been paid in full, the Reserved Goods may neither be pledged to third parties nor assigned by way of security. Buyer shall notify Seller in writing without undue delay of any third-party access to, or claims against, the Reserved Goods or the assigned claims, including any enforcement measures. Buyer shall immediately inform such third parties of Seller's retention of title and the assignment by way of security. Buyer shall bear the costs of defending against such access or claims to the extent that Buyer is responsible for them or such costs cannot be recovered from the third party.
- (5) If Seller rescinds the contract as a result of Buyer's breach of contract, in particular in the event of default in payment, Seller shall be entitled to repossess the Reserved Goods.

8. Warranty for Defects

- (1) Buyer's warranty rights shall be subject to the proper fulfilment of all inspection and notification obligations under Section 377 HGB.
- (2) Buyer shall grant Seller the time and opportunity reasonably required to perform its obligations of subsequent performance, in particular by making the rejected Goods available

for inspection at the place of performance for such subsequent performance.

- (3) Seller shall, at its own discretion, perform its obligation of subsequent performance either by remedying the defect or by delivering defect-free Goods.
- (4) Seller shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, provided that a defect actually exists. Otherwise, Seller may demand reimbursement from Buyer of the costs incurred as a result of the unjustified request for remedy of defects if Buyer knew, or ought to have known, that no defect existed.
- (5) If subsequent performance fails, is refused by Seller, or if a reasonable period set for such subsequent performance expires without success, Buyer shall be entitled, at its option, to rescind the contract or demand a reduction of the purchase price.
- (6) Warranty rights shall not apply to defects resulting from damage, improper connection or improper operation by Buyer, unless such defects are attributable to Seller.
- (7) The limitation period for claims based on material defects and defects of title shall be 12 months from delivery of the Goods. Where acceptance has been agreed, the limitation period shall commence upon acceptance. The limitation periods under Section 438(1) no. 2 BGB and Section 634a(1) no. 2 BGB shall remain unaffected. Sentence 1 of this Section 8(6) shall not apply in cases of intent, fraudulent concealment of a defect, or where Seller has assumed a guarantee of quality.

9. Liability

- (1) Seller shall be liable for damages, irrespective of the legal basis, without limitation in cases of intent and gross negligence, for injury to life, limb or health, in cases of fraudulent concealment of a defect, where Seller has assumed a guarantee of quality, and under the German Product Liability Act (Produkthaftungsgesetz).
- (2) In cases of simple negligence, except as provided in Section 9(1), Seller shall be liable for damages, irrespective of the legal basis, only in the event of a breach of a material contractual obligation. Material contractual obligations are obligations the fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which Buyer may regularly rely. In such case, however, Seller's liability shall be limited to the foreseeable damage typically arising under the contract.
- (3) The foregoing shall also apply to breaches of duty by persons whose acts or omissions are attributable to Seller under statutory law.
- (4) All contractual and non-contractual claims for damages against Seller shall be subject to a limitation period of 12 months. The limitation period shall commence at the point in time specified in Section 199(1) BGB. Sentence 1 of this Section 9(4) shall not apply in cases of intent or gross

negligence, injury to life, limb or health, or liability under the German Product Liability Act.

- (5) The limitation period for claims based on material defects and defects of title pursuant to Section 8(6) shall remain unaffected by Section 9(4) above.

10. Data Protection

Seller processes Buyer's personal data in accordance with the applicable data protection laws, in particular the General Data Protection Regulation (GDPR). Further information on the processing of personal data is set out in Seller's privacy policy, available at: <https://www.isoflanges.de/en/privacy-policy/>.

11. Final Provisions

- (1) The place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Winsen (Aller), Germany. Seller shall also be entitled to bring proceedings before the courts having general jurisdiction over Buyer. Any mandatory statutory provisions regarding exclusive jurisdiction shall remain unaffected.
- (2) The laws of the Federal Republic of Germany shall apply, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).