General Terms and Conditions of Sale of Meßner Produktions GmbH & Co. KG

(Revised: 07/2024)

Section 1 Scope, form

(1) These General Terms and Conditions of Sale (GTCS) apply to all our business relationships with our customers ("buyers"). The GTCS apply only if the buyer is a business owner (Section 14 of the German Civil Code [BGB]), a legal person under public law or a special fund under public law.

(2) The GTCS apply in particular for contracts concerning the sale and/or delivery of moveable objects ("goods"), regardless of whether we manufacture the goods ourselves or purchase these from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTCS valid at the time the order is placed by the buyer apply or, in any event, the GTCS in the version most recently supplied in text form as a framework agreement, including for similar future contracts, without us needing to reference the GTCS in every single case.

(3) Our GTCS apply to the exclusion of all other terms and conditions. Different, contradictory or additional general terms and conditions of the buyer shall only become an integral part of the contract to the extent that we have expressly approved their validity. This approval requirement applies in every case, for instance even if the buyer refers to its GTC as part of the order and we do not expressly object to these GTC.

(4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation take precedence over the GTCS. In case of doubt, trade terms are to be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce (ICC) in Paris, in the version applicable at the conclusion of the contract.

(5) Legally relevant declarations and announcements by the buyer in relation to the contract (e.g. setting a deadline, defect notification, withdrawal or reduction) must be submitted in writing**. The written form for the purposes of these GTCS includes the written and text form (e.g. letter, email, fax).** Legal formalities and other evidence, in particular in case of doubt as to the legitimacy of the person making the declaration, remain unaffected.

(6) References to the validity of statutory provisions only have a clarifying function. Even without this type of clarification, the statutory provisions apply to the extent that they are not directly amended or expressly excluded in these GTCS.

Section 2 Conclusion of contract

(1) Our quotations are subject to change and are non-binding. This applies even if we have supplied catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), other product descriptions or documents (including in electronic form) to the buyer, to which we reserve rights of ownership and copyrights.

(2) The ordering of the goods by the buyer is considered a binding contractual offer. Unless otherwise stipulated by the order, we are entitled to accept this contractual offer within two weeks of receipt by us.

(3) Acceptance may either take place in writing (e.g. by way of an order confirmation) or by delivering the goods to the customer.

Section 3 Delivery date and delayed delivery

(1) The delivery date shall be individually agreed or indicated by us when accepting the order.

(2) If we are unable to comply with binding delivery dates for reasons for which we are not responsible (non-availability of the service), we shall inform the buyer of this circumstance without delay and simultaneously communicate the expected new delivery date. If the service is also not available within the new delivery period, we are entitled to partly or entirely withdraw from the contract; we shall reimburse any consideration already provided by the buyer without delay. Non-availability of the service can occur, for example, in the event of delayed delivery by our suppliers, if we have concluded a congruent covering transaction, in case of other disruptions in the supply chain, such as due to force majeure or if we are not obliged to make a purchase in the specific individual case.

(3) The occurrence of delayed delivery shall be based on the statutory provisions. However, a written warning from the buyer is always required. If we are delayed in a delivery, the buyer may demand a flat-rate reimbursement of its damages resulting from the delay. The lump-sum compensation amounts to

0.5% of the net price (delivery value) for every full calendar week, to a maximum of 5% of the delivery value of the goods delivered with a delay. We reserve the right to provide evidence that the buyer did not suffer any damages or only substantially lower damages than the aforementioned lump sum.

(4) The rights of the buyer in line with Section 8 of these GTCS and our statutory rights, in particular in case of the exclusion of the performance obligation (e.g. due to impossibility or unreasonableness of the service and/or supplementary performance ("cure")), remain unaffected.

Section 4 Delivery, transfer of risk, acceptance, default of acceptance

(1) Delivery takes place ex warehouse, which is also the place of fulfilment for the delivery and any cure. The goods can be shipped to a different destination (sales shipment) at the request and expense of the buyer. Unless otherwise agreed, we are entitled to determine the nature of the shipment (in particular the transport company, dispatch route, packaging) ourselves.

(2) The risk of accidental loss and accidental deterioration of the goods shall transfer to the buyer no later than at the point of handover to the buyer. However, in the case of a sales shipment, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay transfer at the time of delivery of the goods to the carrier, freight forwarder or other person or institution charged with executing the shipment. If acceptance is agreed, this is authoritative for the purposes of the transfer of risk. In all other respects, the statutory provisions under the work and services contract law apply accordingly where acceptance has been agreed. Handover and acceptance are considered one and the same if the buyer is in default of acceptance.

(3) If the buyer is in default of acceptance, fails to comply with a duty of cooperation or our delivery is delayed for other reasons for which the buyer is responsible, we are entitled to demand the reimbursement of the resulting damages, including additional expenses (e.g. storage costs).

Our statutory claims (in particular, the reimbursement of additional expenses, appropriate compensation, termination) remain unaffected. The buyer reserves the right to provide evidence that we did not suffer any damages or that the damages were significantly lower.

Section 5 Prices and terms of payment

(1) Unless otherwise agreed in the specific case, our current prices at the time of conclusion of the contract apply, ex warehouse, plus statutory value added tax. If no fixed price agreement has been reached, we reserve the right to make appropriate price changes due to changes in wage, material and sales costs for deliveries that take place three months or more after the conclusion of the contract.

(2) For sales shipment (Section 4(1)), the buyer bears the transport costs ex warehouse and the costs of any transport insurance requested by the buyer. Any customs, fees, duties and other public charges are borne by the buyer.

(3) The purchase price is due and payable within 30 days of invoicing and delivery or acceptance of the goods. The deduction of an early payment discount of 2% shall be granted within 8 days of receipt of the invoice. However, we are authorised to only provide a partial or full delivery against prepayment, even within the scope of an ongoing business relationship. We shall declare a corresponding reservation no later than with the order confirmation.

(4) The buyer enters into default upon the expiration of the aforementioned payment term. In case of default, the purchase price shall accrue interest at the applicable statutory default interest rate. We reserve the right to assert further damages resulting from a default. Our entitlement to commercial default interest (Section 353 of the German Commercial Code [HGB]) in relation to merchants remains unaffected.

(5) The buyer has a right of offset and retention only to the extent that its claim has been established by law or is undisputed. In case of deficient delivery, the buyer's opposing rights, in particular as defined in Section 7(6) sentence 2 of these GTCS, remain unaffected.

(6) If after the conclusion of the contract it becomes apparent (e.g. due to an application for the initiation of insolvency proceedings) that our claim to the purchase price is threatened by a lack of solvency on the part of the buyer, we are entitled to refuse performance and, after setting a grace period as necessary, to withdraw from the contract in accordance with the statutory provisions (Section 321 BGB). In case of contracts concerning the manufacture of non-fungible items (unique products), we may declare a withdrawal immediately; the statutory regulations concerning the dispensability of a time limit remain unaffected.

Section 6 Reservation of title

(1) We retain ownership of the sold goods until complete payment of all our current and future receivables from the purchase agreement and any ongoing business relationship (secured receivables).

(2) The goods subject to the reservation of title cannot be pledged to third parties or transferred as security prior to full payment of the secured receivables. The buyer must immediately notify us in writing if an application for the initiation of insolvency proceedings is made or if third parties attempt to seize goods belonging to us.

(3) If the buyer behaves contrary to the contract, in particular in case of non-payment of the purchase price due, we are entitled to withdraw from the contract and/or demand the surrender of the goods based on the reservation of title in accordance with the statutory provisions. The demand to surrender goods does not also include a declaration of withdrawal, rather we are authorised to merely demand the surrender of the goods and reserve a withdrawal. If the buyer does not pay the purchase price due, we may assert these rights only if we have first set an appropriate grace period for payment for the buyer, which has expired without success or if the setting of such a grace period is not necessary in line with the statutory provisions.

(4) The buyer is authorised to resell and/or process the goods subject to the reservation of title in the normal course of business until further notice as defined under (c). The following provisions apply in addition in this case.

(a) The reservation of title extends to the products created from the processing, mixing or combination of our goods to their full value, where we are considered the manufacturer. If third parties retain a right of ownership in case of processing, mixing or combination with third-party goods, we shall acquire joint ownership in relation to the invoice values of the processed, mixed or combined goods. In all other respects, the same applies for the products created as applies for the goods delivered under reservation of title.

(b) The buyer hereby assigns the receivables in relation to third parties resulting from the resale of the goods or product to us as security, either in full or in the amount of any joint ownership share attributable to us as defined in the above paragraph. We accept the assignment. The buyer's obligations stipulated in paragraph 2 also apply with respect to the assigned receivables.

(c) Besides ourselves, the buyer remains authorised to collect the receivables. We shall not collect receivables as long as the buyer meets its payment obligations in relation to us, there are no deficiencies in its contractual performance and we do not assert the reservation of title by exercising a right as defined in paragraph 3. However, if this is the case, we may demand that the buyer notifies us of the assigned receivables and their debtors, provides all necessary information for collection, surrenders the associated documents and notifies the debtors (third parties) of the assignment. In addition, in this case, we are entitled to revoke the buyer's authority to continue to sell and process the goods subject to the reservation of title.

(d) If the realisable value of the securities exceeds our receivables by more than 10%, we shall release items held as security at our discretion at the buyer's request.

Section 7 Buyer claims for defects

(1) Unless otherwise defined below, the statutory provisions apply for the buyer's rights in case of material defects and defects of title (including incorrect delivery and delivery shortfall as well as incorrect assembly/installation or defective instructions). The statutory provisions concerning the purchase of consumer goods (Sections 474 et seq. BGB) and the buyer's rights from separately issued warranties, particularly by the manufacturer, remain unaffected in all cases.

(2) Our liability for defects is primarily based on the agreement reached on the quality and intended use of the goods (including accessories and instructions). In this respect, all product descriptions and manufacturer information that are the object of the individual contract or were published by us at the time of conclusion of the contract (in particular in catalogues or on our internet homepage) are considered the quality agreement. If the quality was not agreed, the existence of a defect must be determined in accordance with the statutory regulations (Section 434(3) BGB). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the product label take priority over statements made by other third parties.

(3) For goods with digital elements or other digital content, we are only liable for providing and, where applicable, updating the digital content if this is expressly defined in the quality agreement as per

paragraph 2. In this respect, we accept no liability for public statements made by the manufacturer and other third parties.

(4) We are fundamentally not liable for defects of which the buyer is aware at the time of conclusion of the contract or of which it is not aware as a result of gross negligence (Section 442 BGB). Furthermore, the buyer's claims for defects require the buyer to have complied with its statutory inspection and disclosure obligations (Sections 377, 381 HGB). In case of building materials and other goods intended for installation or other further processing, an inspection must always take place directly prior to processing. If a defect is identified at the time of delivery, inspection or at any subsequent point in time, this must be reported to us in writing without delay. In any case, we must be notified of obvious defects in writing within 5 working days of delivery and of any defects that could not be detected during the inspection within the same period from the time of discovery. If the buyer does not carry out a proper inspection and/or does not report defects, our liability for the unreported/incorrectly reported defects or for defects not reported on time is precluded in accordance with the statutory provisions. In the case of goods intended for assembly, attachment or installation, this applies even if the defect became apparent after the relevant processing as a result of a breach of these obligations. In this case the buyer in particular has no right to the reimbursement of the associated costs (removal and installation costs).

(5) If the delivered item is defective, we may initially choose whether to provide a cure by removing the defect (improvement) or by delivering an item that is free of defects (replacement delivery). If the type of cure selected by us in unreasonable for the buyer in the specific case, it may reject this cure. Our right to refuse to provide a cure under the statutory requirements remains unaffected.

(6) We are entitled to make the cure owed subject to the payment of the purchase price due by the buyer. However, the buyer is entitled to withhold a part of the purchase price that is appropriate for the defect.

(7) The buyer must grant us the necessary time and opportunity to provide the requisite cure, in particular the buyer must transfer the disputed goods for inspection purposes. In the event of a replacement delivery, the buyer must return the defective item at our request in line with the statutory provisions; however, the buyer does not have a repayment entitlement. The cure does not include the disassembly, removal or deinstallation of the defective item nor the assembly, attachment or installation of a defect-free item, if we were not originally obliged to provide these services. The buyer's claims to the reimbursement of the associated costs (removal and installation costs) remain unaffected.

(8) We shall bear and reimburse the expenses necessary for inspection and to provide the cure, in particular transport, travel, labour and material costs as well as any removal and installation costs in accordance with the statutory regulations and these GTCS, if a defect does in fact exist. Otherwise, we may demand the reimbursement of the costs from the illegitimate claims for the elimination of defects from the buyer, if the buyer knew or should have known that no defect in fact existed.

(9) In urgent cases, e.g. if operational safety is placed at risk or to prevent disproportionate damages, the buyer has the right to eliminate the defect itself and demand the reimbursement of the associated objectively necessary expenses. We must be notified of such self-remedy activities without delay, in advance where possible. A right to carry out self-remedy activities does not exist if we would have been entitled to refuse to provide a corresponding cure in line with the statutory provisions.

(10) If an adequate grace period for the cure to be set by the buyer expires without success or is not required in line with the statutory provisions, the buyer may withdraw from the purchase agreement or reduce the purchase price in accordance with the statutory provisions. However, no right of withdrawal exists in case of minor defects.

(11) Buyer claims for the reimbursement of expenses as defined in Section 445a(1) BGB are precluded unless the last contract in the supply chain is a purchase of consumer goods (Sections 478, 474 BGB) or a consumer contract concerning the provision of digital products (Sections 445c, sentence 2, 327(5), 327u BGB). Buyer claims for compensation or the reimbursement of futile expenses (Section 284 BGB) may only be asserted in accordance with Sections 8 and 9 below, even if the goods contain defects.

Section 8 Other liability

(1) Unless otherwise stipulated in these GTCS, including the following provisions, we are liable in accordance with the statutory provisions in case of a breach of contractual and non-contractual duties.

(2) We are liable for compensation, regardless of the legal basis, within the scope of fault-based liability in case of intent and gross negligence. In the event of simple negligence, subject to the statutory limitations of liability (e.g. diligence in own affairs, minor breach of duty), we are only liable

a) for damages resulting from death, physical injury or damage to health,

b) for damages resulting from a breach of an essential contractual obligation (obligation whose fulfilment enables the proper execution of the contract in the first place and upon whose compliance the contract partner can regularly have confidence and rely). In this case, our liability is limited to the reimbursement of foreseeable, typical damages.

(3) The limitations of liability resulting from paragraph 2 apply in relation to third parties as well as in case of breaches of duty by persons (including for their benefit) for whose culpability we are responsible in line with the statutory provisions. They do not apply to the extent that a defect was fraudulently concealed or a guarantee for the quality of the goods was provided and for buyer claims in accordance with the German Product Liability Act.

(4) The buyer may only withdraw from or terminate the contract due to a breach of duty not associated with a defect if we are responsible for the breach of duty. The buyer does not have an unrestricted right of termination (in particular in line with Sections 650, 648 BGB). In all other respects, the statutory requirements and legal consequences apply.

Section 9 Limitation period

(1) In derogation of Section 438(1) no. 3 BGB, the general limitation period for claims from material defects and defects of title is one year after delivery. If acceptance is agreed, the limitation period starts upon acceptance.

(2) If the goods are a structure or an item that was used for a structure as part of its customary application and caused it to be defective (building material), the limitation period amounts to 5 years after delivery in line with the statutory regulations (Section 438(1) no. 2 BGB). Additional special statutory regulations concerning the limitation period remain unaffected (in particular, Section 438(1) no. 1, (3), Sections 444, 445b BGB).

(3) The above limitation periods under the sale of goods law also apply for contractual and non-contractual compensation claims asserted by the buyer that are based on a defect in the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in the specific case. Compensation claims asserted by the buyer in line with Section 8(2) sentence 1 and sentence 2(a) as well as in accordance with the German Product Liability Act exclusively lapse after the statutory limitation periods.

Section 10 Governing law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies for these GTCS and the contractual relationship between us and the buyer. International uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, does not apply.

(2) If the buyer is a merchant as defined by the German Commercial Code, a legal person under public law or a special fund under public law, the exclusive international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in 32689 Kalletal, Gewerbegebiet Echternhagen 7, Germany. The same applies if the buyer is a business owner as defined by Section 14 BGB. However, in all cases, we are also entitled to take legal action at the place of fulfilment of the delivery obligation in line with these GTCS or an overriding individual agreement, or at the buyer's general place of jurisdiction. The priority statutory provisions, in particular concerning exclusive competence, remain unaffected.