



General Terms and Conditions of Sale and Delivery of Kabkin GmbH & Co. KG

§ 1 General Terms and Conditions

- (1) Our offers are subject to change.
- (2) An order is only accepted by us when we have confirmed it in writing. Our written order confirmation shall be decisive for the scope of delivery. We reserve the right of ownership and copyright to drawings and other documents. Such documents may not be made accessible to third parties.
- (3) Supplements and ancillary agreements require our written confirmation.
- (4) All agreements and offers are based on our terms and conditions; they are recognized by placing the order or accepting the delivery.
- (5) Conflicting or supplementary general terms and conditions shall not become part of the contract, even if we are aware of them, unless we expressly agree to their validity.

§ 2 Prices and terms of payment

- (1) Our prices are net prices plus the applicable statutory value added tax.
- (2) The prices stated in the order confirmation shall apply.
- (3) The prices are ex works.
- (4) Packaging, transportation, assembly and other ancillary costs as well as customs duties and other charges in connection with the delivery shall be invoiced additionally to the customer.
- (5) Invoices are due for payment within 14 days of the invoice date with a 2% discount or within 30 days net, unless otherwise agreed in individual cases. If the customer is in default of payment, the statutory provisions on default of payment shall apply.

§ 3 Partial deliveries

- (1) Partial deliveries are permissible insofar as they are reasonable for the contractual partner.
- (2) Should the customer call off quantities in excess of the original order quantity, we shall be entitled to cancel the excess quantities or to invoice them at the prices valid on the day of delivery.

§ 4 Tooling costs

- (1) Tooling costs for special orders shall only be charged pro rata, separately from the value of the goods.
- (2) The customer shall not acquire any claim to the tools by payment of cost shares for tools; they shall remain our property and in our possession.
- (3) For orders that are canceled in the development stage or during the start-up period, we reserve the right to charge the costs actually incurred.
- (4) The tool costs for change requests shall be invoiced additionally on a time and material basis. A subsequent calculation of part or all of the difference between the already calculated pro rata and



actual tool costs is possible if the quantities on which the final order is based are not accepted within the agreed period of time.

§ 5 Delivery dates

(1) Delivery dates stated in the order confirmation are non-binding, unless expressly agreed otherwise in individual cases.

(2) The delivery period shall commence on the date of the order confirmation, but not before the customer has fulfilled all necessary agreed advance services. It shall be deemed to have been met if the delivery item has left the factory by the end of the delivery period; if transportation is to be effected by the customer, as soon as the customer has been notified that the delivery item is ready for dispatch.

(3) In the event of unforeseen circumstances which prevent the timely provision of services (e.g. force majeure, operational disruptions for which Kabkin is not responsible), Kabkin is released from the obligation to provide services for the duration of the disruption. The agreed service period shall be extended in accordance with the duration of the disruption. Kabkin and the Customer have the right to withdraw from the contract if the delay lasts longer than three months.

(4) In the event that we are in default with a delivery, the Customer's damage caused by the delay shall be limited to the foreseeable damage typical for the contract. In particular, loss of profit shall not be compensated.

§ 6 Transfer of risk

(1) The risk of accidental loss and accidental deterioration of the goods shall pass to the customer - also with regard to partial deliveries - upon delivery to the customer, a forwarding agent or carrier. It is irrelevant whether the shipment is made from the place of performance and who bears the freight costs. If the goods are ready for shipment and shipment or acceptance is delayed for reasons for which we are not responsible, the risk shall pass to the customer upon receipt of the notification of readiness for shipment.

(2) In cases where transportation is at our expense, we shall only be liable for the proper selection of the means of transport described in the contract. The means of transportation shall be selected at our discretion. We are not obliged to choose the cheapest means of transportation. We shall only take out insurance at the express request of the customer and at the customer's expense.

(3) All agreements relating to the assumption of transportation costs and the costs of insurance, even if the application of Incoterms /TRADE Terms is agreed in this respect, relate exclusively to the costs mentioned and do not affect the transfer of risk.

§ 7 Warranty and compensation

(1) The customer is obliged to inspect the delivered goods immediately for defects and to notify Kabkin of obvious defects in the delivered goods in text form immediately after delivery or occurrence of the defect. Otherwise, § 377 HGB applies.



(2) If the Customer recognizes damage to the transport packaging, he must have this certified by the transport company upon delivery of the goods. Transport damage that the Customer only recognizes after unpacking the goods must be reported by the Customer to Kabkin immediately in text form.

(3) If the Customer makes its own specifications, e.g. by providing its own design data, or provides material etc. for the provision of services, Kabkin will develop or produce the object of performance in accordance with the Customer's specifications. If Kabkin produces according to the Customer's specifications, Kabkin assumes no warranty for defects that are based on the Customer's specifications. In this case, Kabkin also assumes no liability for direct and indirect damages caused by the specifications.

(4) If the delivered item is defective at the time of the transfer of risk or if it lacks warranted characteristics, we may, at our discretion, repair or replace it. If only part of the delivery is defective, the customer may only assert rights in respect of the defective part.

(5) If our attempts at rectification fail, the customer may demand a reduction in payment or rescission of the contract to the exclusion of all other claims.

(6) The warranty period for all products is 12 months.

(7) Kabkin is liable for replacement deliveries and repair work to the same extent as for the original delivery.

(8) Payment of the purchase price can only be refused with reference to alleged defects if the warranty claims are recognized by us or have been legally established.

(9) Kabkin shall be liable in cases of intent or gross negligence in accordance with the statutory provisions. Otherwise, Kabkin shall only be liable for injury to life, limb or health or for culpable breach of material contractual obligations. Essential contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely. The claim for damages for the breach of essential contractual obligations is limited to the foreseeable damage typical for the contract. In particular, lost profit shall not be compensated. Our liability is also limited in cases of gross negligence to the foreseeable damage typical for the contract if none of the exceptional cases listed in sentence 2 of this paragraph apply.

(10) Liability under the Product Liability Act remains unaffected.

(11) However, liability for damage caused by the delivery item to the customer's legal interests, e.g. damage to other items, is completely excluded. This shall not apply in cases of intent or gross negligence or in cases of liability for injury to life, limb or health.

(12) The above provisions shall apply to the area of contractual and tortious liability.

§ 8 Retention of title

(1) The delivery items shall remain our property until full payment of all claims, including future claims, to which we are entitled from the business relationship with the customer, irrespective of the legal grounds. The inclusion of individual claims in a current invoice as well as the balancing of



accounts and their recognition shall not affect the retention of title. In this case, ownership shall not pass to the customer until the balance has been settled.

(2) The customer is entitled to use, process and install our goods in the ordinary course of business and to deliver and sell them as a reseller.

(3) This authorization shall end, notwithstanding our right to revoke it at any time, if the customer ceases to make payments or if an application is made to open insolvency proceedings against its assets.

(4) The customer is not authorized to pledge, assign as security or assign by way of security. In the event of the sale of our property, the Customer hereby irrevocably assigns to us its entire claim arising from the underlying purchase contract, in the event of co-ownership on a pro rata basis, up to the amount of our remaining claim. Kabkin hereby accepts this assignment.

(5) Insofar as this is not possible under the law of the country to which the goods are delivered, the Customer is obliged to reserve or agree other security rights to the goods. The Customer hereby assigns these rights to Kabkin, which Kabkin hereby accepts.

(6) The installation of the goods in real estate or buildings or the use of the goods subject to retention of title until the fulfillment of other contracts for work and services or contracts for work and materials by the Customer is equivalent to the resale.

(7) The customer is entitled to collect the claims as long as he fulfills his obligations to us without restriction and does not fall into financial collapse. At our request, he must provide the information required for collection and notify the debtors of the assignment at his own expense.

(8) The customer shall undertake any processing of the reserved goods on our behalf without any obligations arising for us. If our goods are processed, mixed or blended with third-party goods, we shall be entitled to the resulting co-ownership share in the new item in the ratio of the invoice value of the goods subject to retention of title to that of the other processed goods at the time of processing, combining, mixing or blending. If the customer acquires sole ownership of the new item, it is agreed that the customer shall grant us co-ownership of the new item in proportion to the invoice value of the processed or combined, mixed or blended goods subject to retention of title and shall store it for us free of charge.

(9) The customer must inform us immediately of any enforcement measures taken by third parties against the reserved goods or the claims assigned in advance, submitting the necessary documents.

(10) We undertake to release the securities to which we are entitled at the customer's request at our discretion if their value exceeds the claim to be secured by 20% or more.

(11) The customer is obliged to maintain the object of purchase in proper condition and to insure it against fire and theft and to provide evidence of the conclusion of the insurance. The claims against the insurance company are hereby assigned in the amount of our claims.



§ 9 Place of jurisdiction and place of performance

(1) The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of Kabkin GmbH & Co. KG. Kabkin is also entitled to assert claims at the general place of jurisdiction of the Customer.

(2) The place of performance for all contractual mutual obligations of Kabkin and the Customer is the registered office of Kabkin GmbH & Co. KG.

(3) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(4) In all other respects, the general legal provisions shall apply. Should a clause of these terms and conditions be invalid, this shall not affect the validity of the remaining clauses.

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Status: July 2024