

General Terms and Conditions of Sale for Roth Werke GmbH

as well as all subsidiaries

As of 2023

1. Intended use

- 1.1 The following General Terms and Conditions of Sale (hereinafter "Sale Conditions") apply for all business relationships between Roth Werke GmbH (hereinafter "We" or "Us") and our customers (hereinafter "**buyer**"), particularly for contracts concerning the sale and/or delivery of movable goods (hereinafter "**goods**").
- 1.2 These Sale Conditions apply exclusively. Any deviating, contradictory or supplementary General Terms and Conditions of the buyer shall only become integral components of the contract if and insofar as we have expressly consented to their validity in writing. These Sale Conditions apply even if the buyer makes reference to his General Terms and Conditions when ordering goods and we do not expressly object to their validity.
- 1.3 Individual agreements (e.g. framework delivery agreements, quality assurance agreements) and arrangements with the buyer that are stipulated in our order confirmation take priority over the Sale Conditions.
- 1.4 Legally material declarations and notifications from the buyer concerning the contract (e.g. setting of grace periods, defect notices, withdrawal or reduction) must take place in writing. Writing in the sense of these Sale Conditions includes written and text form (e.g. letter, e-mail, fax). Mandatory statutory form requirements remain unaffected.
- 1.5 These Sale Conditions only apply with respect to companies pursuant to sections 310 (1), 14 of the BGB (German Civil Code).
- 1.6 These Sale Conditions also apply for all future business with the buyer.

2. Conclusion of contract

- 2.1 Our offers are voluntary and non-binding. Offers submitted by us are considered a request to the buyer to place an order. The order for the goods submitted by the buyer is then considered a binding contract offer. Unless otherwise stipulated according to the order, we are entitled to accept this contract offer within four (4) weeks after we receive it.
- 2.2 We can declare acceptance either in writing (e.g. through order confirmation) or by delivering the goods to the buyer.
- 2.3 We reserve the rights of ownership, copyrights and other intellectual property rights to figures, drawings, calculations and other documents. In order to disclose these documents to third parties, the buyer requires our express written consent.

3. Prices and payment conditions

- 3.1 Unless otherwise agreed in the individual case, our current prices apply in each case at the time of contract conclusion, which are state ex works. We reserve the right to change our prices accordingly if cost decreases or cost increases occur after conclusion of the contract. Price increases are conceivable as a result of increased personnel costs, price increases for our preliminary suppliers, disruptions to the supply chain or owing to force majeure. In cases of a considerable price increase, the buyer is entitled to terminate the contract in writing within two (2) weeks after notification of the price increase.
- 3.2 Our prices are listed excluding the applicable VAT. These are calculated additionally in the legal amount on the invoicing date and indicated separately in the invoice.
- 3.3 The deduction of discounts for early delivery requires a separate written agreement.
- 3.4 The purchase price becomes due for payment within 14 days after invoicing and delivery or acceptance of the goods. However, we are entitled at any time, even during the course of an ongoing business relationship, to make delivery conditional on advance payment in part or in whole. We will declare a corresponding reservation with the order confirmation at the latest.
- 3.5 Upon expiry of the agreed payment deadline, the buyer enters into default. The purchase price accrues interest during default at the relevant applicable statutory default interest rate. We reserve the right to assert claims to more extensive damages owing to default.
- 3.6 The buyer is only entitled to rights of offsetting or retention insofar as the relevant counterclaim is uncontested or has been established by a final legal decision. In the event of defects in delivery, the buyer's opposing rights remain unaffected, in particular clause 6.6 sentence 2 of these Sale Conditions.
- 3.7 If it becomes evident after concluding the contract (e.g. due to an application for initiating insolvency proceedings) that the claim to the purchase price is endangered due to the buyer's lack of ability to pay, we are entitled according to the statutory regulations to refuse payment and – potentially after setting a grace period – to withdrawal from the contract.

4. Delivery period and delivery default

- 4.1 The delivery period is agreed individually or indicated by us when accepting the order.
- 4.2 If we are unable to comply with binding delivery period for reasons outside our responsibility (hereinafter referred to as "**non-availability of service**"), we will inform the buyer of this promptly and communicate the expected new delivery period at the same time. If the service is also unavailable within the new delivery period, we are entitled to partially or fully withdraw from the contract. We will reimburse any payments already made by the customer without undue delay. Non-availability of service may occur for example if the delivery of supplies from our suppliers is delayed, if we have concluded a congruent hedging transaction or in the event of other disruptions in the supply chain, such as force majeure.
- 4.3 The start of our default in delivery is determined by the statutory regulations. In any case, however, a reminder must be issued by the buyer.
- 4.4 The buyer's rights pursuant to clause 7 of these Sale Conditions and our statutory rights, particularly to an exclusion of the performance obligation (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

5. Delivery, transfer of risk, receipt of delivery and default of acceptance

- 5.1 Delivery is carried out ex works, whereby this is also the place of fulfilment for delivery and any subsequent performance. At the request and cost of the buyer, the goods can be shipped to a different destination (hereinafter referred to as "**mail order purchase**"). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular the transport company, shipment route, packaging) ourselves.
- 5.2 The risk of accidental destruction and accidental deterioration of the goods is transferred to the buyer upon handover at the latest. For mail order purchase, however, the risk of accidental destruction and accidental deterioration of the goods as well as the risk of delay is transferred upon dispatch of the goods to the carrier, the freight forwarder or other person or institution specified for carrying out the shipment. If acceptance has been agreed upon, the transfer of risk occurs upon acceptance. Apart from this, the statutory provisions of labour contract law apply accordingly in the event that acceptance has been agreed upon. Transfer or acceptance will be deemed to have taken place if the buyer is in default of acceptance.
- 5.3 If the buyer enters into default of acceptance, fails to provide assistance or delays our delivery for other reasons for which the buyer is responsible, the risk of accidental destruction and accidental deterioration of the goods is transferred to the buyer at the time when the buyer entered into default of acceptance.
- 5.4 If the prerequisites of clause 5.3 of these Sale Conditions are met, we are entitled to demand compensation for resulting damages, including extra expenses (e.g. storage costs). For this, we calculate a lump-sum compensation in the amount of 0.5% of the purchase price of the goods per commenced calendar week, up to a maximum total of 5% (or 10% in the event of final non-acceptance), starting with the delivery deadline or – if no delivery deadline was specified – with the notification that the goods were ready for dispatch.
The right to demonstrate greater damages and our statutory claims (in particular reimbursement for extra expenses, appropriate compensation, termination) remain unaffected. However, this lump sum is to be offset against more extensive monetary claims. The buyer reserves the right to demonstrate that no damages were incurred for us, or that the damages were significantly smaller than the abovementioned lump sum.

6. Defect claims of the buyer

- 6.1 For the buyer's rights in the event of material and legal defects (including incorrect and insufficient delivery as well as improper installation/assembly or faulty instructions), the statutory provisions shall apply unless other stipulations are made in the following. In any case, the special statutory provisions regarding reimbursement of expenses upon final delivery of newly produced goods to a consumer (supplier's recourse in accordance with sections 478, 445a, 445b and sections 445c, 327 (5), 327u BGB) remain unaffected unless an equivalent settlement was agreed, for instance through a quality assurance agreement.
- 6.2 The basis of our defect liability is solely the agreement reached with the buyer concerning the quality and the required use of the goods (including accessories and instructions). Quality agreements in this context refer to all specifications made by us in the specific submitted offer and in the documents concerning the goods that were referenced in the offer (e.g. regarding the nature, quality and functionality of the goods). Insofar as the quality was not agreed upon, an assessment must be made based on the statutory regulations as to whether or not a defect exists. Public statements made by the manufacturer or on their behalf, particularly in advertisements or on the product label, take priority over statements by other third parties.
- 6.3 For goods with digital elements or other kinds of digital content, we are only responsible for providing and updating the digital content insofar as this is expressly required by a quality agreement pursuant to clause 6.2 of these Sale Conditions.
- 6.4 As a rule we are not liable for defects of which the buyer is aware upon conclusion of contract, or where the buyer's lack of awareness results from gross negligence. Furthermore, the buyer's defect claims presuppose that the buyer has fulfilled his legal inspection and reporting obligations (sections 377, 381 HGB). For construction materials and other goods intended for installation or other further processing (e.g. pipes, installation plates), an inspection must be carried out in any case directly before processing. If a defect is detected upon delivery, inspection or at any later time, we must be notified of this immediately in writing. In any case, evident defects must be reported in writing within five (5) working days after delivery, and defects that are not detected during inspection must be reported within the same period after their discovery. If the buyer fails to carry out a proper inspection and/or notification of defects, our liability is excluded according to the statutory regulations for defects that were not reported, or that were reported in an untimely or improper manner. For goods that are intended for integration, attachment or installation, this also applies if the defect only became evident after the associated processing due to a breach of one of these duties; in this case, the buyer particularly has no claims to reimbursement for associated costs (hereinafter referred to as "**removal and installation costs**").
- 6.5 If there is a defect in the delivered goods, we are entitled to choose the form of subsequent performance either by rectifying the defect (hereinafter referred to as "**rectification**") or by delivering new faultless goods (hereinafter referred to as "**replacement delivery**"). If the form we have chosen for subsequent performance is unreasonable for the buyer in the individual case, the buyer may reject this choice. Our right to refuse subsequent performance subject to the statutory prerequisites remains unaffected.
- 6.6 We are entitled to make any subsequent performance obligations conditional on the buyer's payment of the due purchase price. However, the buyer is entitled to retain an appropriate share of the purchase price in proportion to the defect.
- 6.7 The buyer must allow us the necessary time and opportunity to fulfil the subsequent performance obligations, in particular to hand over the rejected goods for inspection purposes. In the case of replacement delivery, the buyer must return the defective goods to us at our request according to the statutory regulations;

however, the buyer has no entitlement to restitution. Subsequent performance does not include either the dismantling, removal or deinstallation of the defective goods, nor the assembly, attachment or installation of faultless goods if we were not originally obligated to provide these services. Claims of the buyer to reimbursement for removal and installation costs remain unaffected.

- 6.8 We will pay or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular costs for transport, travel, work and materials as well as removal and installation costs according to the statutory regulations and these Sale Conditions if a defect actually exists. In the event of unjustified defect notices, we are entitled to demand reimbursement from the buyer for our incurred costs.
- 6.9 If an appropriate deadline set by the buyer for subsequent performance has lapsed unsuccessfully, or if such a deadline is not required according to the statutory, or if subsequent performance fails definitively, the buyer may withdraw from the purchase agreement or reduce the purchase price according to the statutory regulations. However, there is no right of withdrawal in the case of immaterial defects. The parties agree that the goods are complex technical products for which multiple rectification attempts may be required; therefore, the assumption of section 440 sentence 2 BGB is excluded.
- 6.10 The buyer's claims to compensation for damages or reimbursement for futile expenses only exist, even for defects, according to clause 7 of these Sale Conditions, and are otherwise excluded.
- 6.11 Claims due to material and legal defects in the goods become time-barred one year after delivery of the goods. If acceptance has been agreed upon, the period of limitation shall begin upon acceptance. Other contractual and non-contractual damage claims of the buyer that are based on a defect in the goods also become time-barred one year after delivery of the goods, or – insofar as acceptance is agreed upon – after acceptance, unless the application of the regular statutory limitation period (sections 195, 199 BGB) would lead to a shorter limitation period in the individual case.

7. Joint and several liability

- 7.1 Unless otherwise specified by these Sale Conditions including the following provisions, we are liable for breaches of contractual and non-contractual duties according to the statutory regulations.
- 7.2 We are liable to pay compensation for damages – regardless of the legal reason – within the scope of statutory liability based on fault for cases of wilful intent and gross negligence. We are only liable for simple negligence, subject to statutory limitations of liability (e.g. due diligence in own affairs; minor breaches of duty)
 - 7.2.1 for damages due to injury of life, body or health,
 - 7.2.2 for damages due to breach of a cardinal contractual duty (a duty which must be fulfilled to enable proper performance of the contract and for which the contracting partner regularly relies and is entitled to rely on compliance); in this case, however, our liability is limited to compensation for foreseeable damages that typically occur in this type of contract.

In cases of clause 7.2.2, our liability in any case is limited to the amount of the agreed purchase price of the goods (excluding VAT) for the order in question.

- 7.3 The limitations of liability resulting from clause 7.2 of these Sale Conditions also apply with respect to third parties as well as for breaches of duty by persons (even for their benefit) whose fault we are responsible for according to the statutory regulations. They do not apply if a defect was maliciously concealed or a guarantee was provided for the quality for the goods, nor for the buyer's claims in accordance with product liability law.
- 7.4 The buyer may only withdraw or terminate due to a breach of duty that is not attributable to a defect if we are responsible for the breach of duty. Apart from this, the statutory requirements and legal consequences apply with the restrictions in clause 7 of these Sale Conditions.
- 7.5 Damage claims of the buyer as defined by clause 7.2 sentence 1 and 7.2.1 of these Sales Conditions and according to product liability law exclusively become time-barred according to the statutory periods of limitation.

8. Reservation of title

- 8.1 Until the full payment of all our current and future claims arising from the purchase agreement and an ongoing business relationship (hereinafter referred to as "**secured claims**"), we reserve ownership of the sold goods.
- 8.2 The goods subject to reservation of title may neither be pledged to third parties nor transferred as a security before the full payment of the secured claims. The buyer must notify us in writing without undue delay if an application to initiate insolvency proceedings is filed or if third parties exercise rights over the goods belonging to us (e.g. seizure).
- 8.3 In case the buyer acts in breach of contract, particularly through failure to pay the due purchase price, we are entitled according to the statutory regulations to withdraw from the contract and/or demand the return of the goods based on our reservation of title. The request to surrender the goods does not automatically involve a declaration of withdrawal; instead, we are entitled to solely demand the return of the goods and reserve the right of withdrawal. If the buyer fails to pay the due purchase price, we can only assert these rights if we have previously set an appropriate grace period for the buyer to make payment, or if setting such a grace period is not required according to the statutory regulations.
- 8.4 The buyer is obliged to handle the goods with care. In particular, the buyer is obliged, at his own cost, to insure the goods adequately at their new value against fire, water and theft damages. Insofar as maintenance and inspection work are required, the buyer must carry these out at his own cost in a timely fashion.

- 8.5 The buyer is authorised, until this is revoked according to clause 8.5.3 of these Sale Conditions, to further sell and/or process the goods subject to reservation of title during the ordinary course of business. In this case, the following provisions apply additionally.

- 8.5.1 The reservation of title extends to the products generated by processing, mixing or combining our goods in their full value, whereby we are considered the manufacturer. If third-party property rights continue to apply after processing, mixing or combining with third-party goods, we acquire co-ownership proportionally to the invoice values of the processed, mixed or combined goods. Apart from this, the same applies for the generated product as for the goods delivered subject to reservation of title.
- 8.5.2 By way of security, the buyer hereby transfers to us all claims against third parties established by the further sale of the goods or the product in their entirety, or in the amount of our co-ownership share according to the above clause 8.5.1 of these Sale Conditions. We hereby accept this transfer. The obligations of the buyer outlined in clause 8.2 of these Sale Conditions also apply with regard to the transferred claims.
- 8.5.3 In addition to us, the buyer remains empowered to collect the claim. We commit to not collect the claim as long as the buyer fulfils his payment obligations to us, there is no deficiency of his capacity and we do not assert the reservation of title by exerting one of our rights pursuant to clause 8.3 of these Sale Conditions. If this is the case, however, we may request the buyer to inform us of the transferred claims and their debtors, to make all required statements for collection, to hand over the accompanying document and to inform the debtors (third parties) regarding the transfer. Furthermore, in this case we are entitled to revoke the buyer's other to further sell and process the goods subject to reservation of title.
- 8.5.4 We commit to releasing the securities granted to us at the buyer's request insofar as the realisable value of our securities exceeds the secured claims by more than 10%; we are responsible for selecting the securities to be released.

9. Choice of law and place of jurisdiction

- 9.1 These Sale Conditions and the contractual relationship between us and the buyer are subject to the laws of the Federal Republic of Germany, without giving effect to the principles of conflict of laws and to the exclusion of the United Nations Convention on Contracts for the International Sale Of Goods (CISG).
- 9.2 The exclusive place of jurisdiction for all disputes resulting from and in connection with the contractual relationship is Marburg/Lahn. However, we are also entitled in all cases to file suit at the buyer's general place of jurisdiction. Higher-priority statutory regulations, particularly regarding exclusive responsibilities, remain unaffected.