

## General Terms and Conditions of Delivery, Payment and Installation of Conductix-Wampfler GmbH

Weil am Rhein, status: December 2023

### For use in business transactions with companies

#### I. Parties, Scope, General Provisions, Conclusion of the Contract, Content

1. The contract is concluded with Conductix Wampfler GmbH.
2. The following Terms and Conditions (hereinafter: "T&Cs") apply exclusively to all - including future - deliveries of goods and services (hereinafter together: "Deliveries") by Conductix-Wampfler GmbH (hereinafter: "Contractor") to customers who are persons within the meaning of section 1.3. (hereinafter: "Customer"), unless otherwise agreed in writing. The terms and conditions of the Customer shall not form part of any contract even if the Contractor does not expressly exclude them.
3. These T&Cs apply only vis-à-vis persons, who on conclusion of the contract are acting in the exercise of a commercial or self-employed professional activity (entrepreneurs within the meaning of section 14 German Civil Code (BGB)), and vis-à-vis public entities with legal personality or special funds under public law.
4. The Contractor reserves, without restriction, all rights of ownership and all copyrights to samples, cost estimates, drawings and other documentation provided or prepared by Contractor (hereinafter together: "Documents"). These Documents must be strictly treated as confidential and may only be disclosed to third parties with the prior written approval of the Contractor, unless disclosure is required by law or court order in exceptional cases. The Customer shall take into account the Contractor's legitimate confidentiality interests. The Documents shall be returned to Contractor or verifiably destroyed at any time at its request
5. Illustrations, drawings, colour specifications, weight specifications and measurements, provided by the Contractor only represent approximate values insofar as they are not a) expressly identified as binding or b) objectively material.
6. The language of the contract is English.
7. Offers from the Contractor are non-binding unless expressly designated as binding. Unless otherwise indicated in the order, the Customer is bound by its order for a period of 14 days as from receipt by the Contractor. Contracts only come into effect by way of the Contractor's written order confirmation or delivery.
8. Fax or email is also deemed to constitute the written form.
9. Oral ancillary agreements or commitments by the Contractor's staff which go beyond the content of the written contract or which modify these T&Cs to the detriment of the Contractor, are only valid where they are confirmed in writing.
10. Partial deliveries are permitted within reasonable limits.
11. Product descriptions by the Contractor do not constitute any guarantee.
12. Consulting services for the Customer are only included in the scope of the Contractor's Deliveries if their provision has been expressly agreed in writing.

**These T&Cs GRC also apply to all contracts concluded via the Contractor's webshop <http://conductix-shop.eu> (hereafter „Webshop“):**

13. The presentation of the products in the Webshop does not constitute a legally binding offer but is a non-binding online catalogue. This also applies to products

that are configured by the Customer using the "System Design" function.

14. The Webshop is aimed exclusively at entrepreneurs. In order to be able to order in the Webshop, the Customer must first register once as a customer, as the entrepreneurial status is checked. For this purpose, the Customer's VAT identification number must be entered. By registering, the Customer confirms acting as an entrepreneur.

15. When ordering via the Webshop, the Customer can initially place the Contractor's products in the shopping basket without obligation and correct its entries at any time before sending its binding order by using the correction aids provided and explained for this purpose in the order process.

16. The Customer can also add an existing offer from the Contractor to the shopping basket without obligation by entering the offer number in the "Offers" section of the Webshop.

17. The Customer also has the option of configuring the Contractor's products according to the individual parameters provided there in the "System Design" section of the Webshop. After configuration, the Customer can create a non-binding offer for the customised product. The configured product can then be placed in the shopping basket in the "Quotations" section by entering the quotation number. The Customer can correct the configured product at any time before creating a non-binding offer or sending a binding order. The Customer is obliged to check the products configured by him as part of the system design with regard to their suitability for the intended purpose. In doing so, he must take into account the information provided by the Contractor as part of the configuration, for example also regarding the voltage curve. The configuration of a product by the Customer using the "System Design" function does not constitute advice from the Contractor and cannot replace such advice.

18. By clicking on the order button, the Customer then places a binding order for the goods contained in the shopping basket, regardless of whether these originate from the general product catalogue or from a non-binding offer (e.g. through system design). Immediate confirmation of receipt of the order by electronic means is a legal obligation and does not constitute acceptance of the order.

19. In the case of orders via the Webshop, the Contractor shall save the text of the contract and send the order data to the Customer by e-mail. The Customer can view, download or print out the T&Cs at any time on the Contractor's website at <https://www.conductix.de> or in the Webshop. The Customer can view its past and current orders in its customer area under "Orders" if he has logged in to the Webshop with its access data.

#### II. Prices and Payment Conditions

1. The prices are FCA Rheinstraße 27 + 33, 79576 Weil am Rhein (Incoterms® 2020) net in EUR plus the applicable statutory value added tax.
2. Any freight and packaging costs, minimum quantity, cutting and other surcharges incurred for certain services shall be charged additionally in accordance with the Contractor's → **Terms of Delivery for Deliveries from Weil am Rhein** in the version valid at the time of conclusion of the contract.
3. If the Contractor is responsible for installation or assembly and unless otherwise agreed, the Customer shall bear all necessary ancillary costs such as travelling expenses, costs for the transport of tools and personal luggage as well as daily allowances in addition to the agreed remuneration. The Contractor's price list for services as applicable at the time of conclusion of the contract, shall apply additionally.

4. Insofar as significant changes in the costs of salaries, materials, energy or raw materials have occurred after conclusion of the contract and the Contractor is not responsible for these changes, the Contractor shall be entitled to adjust the agreed prices with effect from the beginning of the month after next. Should a price increase exceed 5%, the Customer has the right to cancel the contract in writing within 2 weeks of notification of the price increase.

5. Payments are to be made within 30 days of the invoice date without any deductions free to the Contractor's point of payment. Payments shall only be deemed to have been made to the extent that the Contractor can freely dispose of them at its bank. Bank charges shall be borne by the Customer. They are due immediately.

6. In the event of default on payment, the Contractor will charge interest amounting to 9 percentage points above the base rate, but in any case no less than 10 %.

7. The Customer shall only be entitled to withhold payments or offset them against counterclaims to the extent that its counterclaims are undisputed or have been established by a final court judgement. The right to withhold payments is also limited to counterclaims arising from the same contract.

#### III. Deliveries, Reservation of Self-delivery, Force Majeure, Delay

1. Delivery shall take place FCA Rheinstraße 27 + 33, 79576 Weil am Rhein (Incoterms® 2020).

2. Delivery periods are only approximate and therefore non-binding.

3. An agreed delivery period commences on receipt of the order confirmation but not before all details of implementation and all technical issues have been clarified and any agreed advance payment or payment security has been received. The delivery period has been complied with where the goods are loaded onto the means of transport provided by the Customer prior to its expiry. Where dispatch is delayed through no fault of the Contractor, the delivery time is complied with on notification of readiness for delivery.

4. Compliance with delivery periods is subject to prompt delivery of all documents, required permits and approvals, particularly in relation to plans, to be provided by the Customer and compliance with the agreed payment conditions and other obligations, e.g. the provision of any agreed payment security by the Customer. In the event of a failure to comply with these conditions within the time limits, the delivery periods shall be extended accordingly; this does not apply where the Contractor is responsible for the delay.

5. The Contractor's obligation to deliver shall be subject to timely and correct self-delivery by the Contractor's suppliers, unless the Contractor is responsible for the incorrect, delayed or non-delivery. Insofar as the Contractor is not responsible for incorrect, late or non-delivery by its own suppliers, he shall not be in default and shall be entitled to withdraw from the contract insofar as he is not supplied within a reasonable period of time or not supplied at all.

6. Requests for changes made by the Customer shall extend the delivery time until the Contractor has examined their feasibility and for the period required for implementing the new requirements into the production. Where ongoing production is suspended due to the request for changes, the Contractor may bring forward and finish other orders. The Contractor is not obliged to keep production capacity free during the period of the delay.

7. In the event of Force Majeure, the Contractor shall be released from its obligation to fulfil its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract from the time

of occurrence and for as long as the asserted impediment or its effects prevent the fulfilment of the contract. This shall also apply if the impediments occur at the Contractor's supplier or during an existing delay.

"Force Majeure" means the occurrence of an event or circumstance that prevents the Contractor from fulfilling one or more of its contractual obligations under the contract if and to the extent that: (a) this obstacle is beyond its reasonable control and (b) this obstacle was not reasonably foreseeable by him at the time the contract was concluded and (c) the effects of the obstacle could not reasonably have been avoided or overcome by him.

Force Majeure is assumed in the case of the following events: war, riots, acts of terrorism, currency and trade restrictions, embargoes, sanctions, lawful or unlawful official acts (e.g. in the case of import or export licences), compliance with laws or government orders, epidemics, extreme natural events, explosion, fire, destruction of equipment, prolonged breakdown of means of transport, telecommunications, information systems or energy, general industrial unrest such as boycott, strike and lockout, general shortage of materials, raw materials or energy.

If the Force Majeure is not only of temporary duration, both contracting parties shall be entitled to terminate the part of the contract affected by the Force Majeure without notice.

8. Where the Contractor delays on delivery and the Customer incurs loss as a result, the Contractor's liability in the event of simple negligence shall be limited to 0.5% per completed week of delay but to a maximum of 5% of the net invoice amount of the part of the delivery affected by the delay.

Statutory claims for damages in lieu of performance in accordance with section X, shall remain unaffected by the provisions in this section III.8. The Customer can only rescind the contract in accordance with the statutory provisions following if a reasonable grace period for delivery has expired unused.

9. If dispatch or acceptance is delayed beyond an agreed delivery period due to circumstances for which the Customer is responsible, the Contractor shall be entitled to invoice the corresponding Delivery and optionally to dispatch it to the Customer at the Customer's expense and risk or to charge the storage costs incurred, at least 0.5 % of the invoice amount of the stored Delivery per month. The contracting parties are at liberty to prove higher or lower storage costs.

#### IV. Transfer of Risk

1. Unless otherwise agreed below, the risk shall also pass to the Customer in accordance with FCA Rheinstrasse 27 + 30, 79576 Weil am Rhein (Incoterms® 2020) if the Contractor has assumed other services, e.g. shipping costs or delivery and installation, including by its own transport personnel.

2. If dispatch is delayed through no fault of the Contractor, the risk shall pass as soon as the Contractor has notified the Customer that the goods are ready for dispatch, even if the Contractor has assumed other services, e.g. the shipping costs or delivery and assembly, including by its own transport personnel.

#### V. Reservation of Title

1. The Contractor reserves title to the goods delivered until it has received all payments relating to the business relationship with the Customer. Where there is a current account relationship, the reservation of title extends to the recognised balance.

2. Notwithstanding the above provisions in section V.1, ownership of goods paid for in advance shall pass to the Customer upon delivery.

3. The Customer is obliged to handle the reserved goods with care and keep them in good condition; in particular he is obliged to insure them sufficiently against loss or damage, at its own expense, for the replacement value. The insurance policy and evidence of payment of the premiums must be submitted to the Contractor on request. The Customer hereby assigns to the Contractor any claims arising under the insurance contract subject to the condition subsequent that title passes. The Contractor hereby accepts the assignment.

4. Any processing or treatment of the reserved goods shall be carried out by the Customer for the Contractor as manufacturer, without any obligations arising for the Contractor as a result.

5. If the reserved goods are processed, combined, mixed or blended with other goods not belonging to the Contractor, the Contractor shall be entitled to the resulting co-ownership share in the new item in the ratio of the value of the reserved goods to 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 the Contractor co-ownership of the new item in proportion to the value of the processed or combined, mixed or blended goods subject to the reservation of title and shall store these for the Contractor free of charge.

6. The Customer shall be entitled to resell and use the reserved goods or the new item in the ordinary course of business; however, he thereby assigns to the Contractor all claims accruing to him from the resale or further use as follows:

(a) If the goods subject to reservation of title are sold unprocessed, the Customer shall assign the claims arising from the resale of the goods subject to reservation of title in full to the Contractor.

(b) If the reserved goods are sold by the Customer - after processing/combining - together with goods not belonging to the Contractor, the Customer shall assign the claims arising from the resale in the amount of the value of the reserved goods with all ancillary rights and priority over the rest. The Contractor accepts the assignment.

7. The Customer is entitled to collect the receivables assigned to the Contractor provided he complies with its payment obligations from the revenue collected.

8. Where the Customer ceases to comply with its payment obligations towards the Contractor, the Contractor can revoke the authorisation for the further sale and use of the reserved goods and require the Customer to disclose to the Contractor the assigned receivables and the respective debtors, provide the Contractor with all the information necessary to effect recovery, hand over all the accompanying documentation and notify its debtors of the assignment. Redemption of the reserved goods does not constitute rescission of the contract. The Contractor must be informed immediately of any seizure of the reserved goods by third parties. Costs arising from the defence against seizure shall be borne by the Customer, unless they can be recovered from the third party.

9. Where the value of securities exceeds the Contractor's claims by more than 10 %, he shall, at the Customer's request, release securities in this regard at its own discretion.

#### VI. Assembly and Installation

Insofar as delivery includes assembly and installation, the following provisions apply additionally:

1. The Customer shall, at its own expense, take responsibility for and provide in due time the following:

a) all earthworks, construction and other necessary ancillary work from other industries including the technical staff and auxiliary personnel, construction materials and tools required in this regard,

b) the equipment necessary for assembly and start-up such as scaffolding, lifting gear and tools of a general nature as well as commonly required items and materials such as scaffolding timbers, wedges, supports, cement, plaster and sealing materials, fuel and lubricants,

c) on-site power and water including the required connections, heating and lighting,

d) a sufficient number of large, suitable, dry and lockable rooms in the immediate vicinity of the installation site for the storage of machine parts, equipment, materials, tools, etc., sufficiently large, suitable, dry and lockable rooms and appropriate, lockable working and recreation rooms for the assembly personnel, including heating, lighting and sanitary facilities; in addition, the Customer shall take the same measures to protect the property of the Contractor and the assembly personnel on the construction site as he would take to protect its own property,

e) auxiliary personnel, such as unskilled workers and, if necessary, bricklayers, carpenters, welders, electricians and other skilled workers in the number deemed necessary by the Contractor. The auxiliary personnel shall be at the disposal of the Contractor's installation manager for the entire duration of the installation work and must follow its instructions.

f) Protective clothing and protective devices that are required due to special circumstances at the installation site.

2. Prior to the start of the assembly work, the Customer shall provide the necessary information on the location of concealed electricity, gas and water lines or similar installations as well as the necessary structural data without being requested to do so. Before the start of installation or assembly, the materials and objects required for the start of the work must be available at the installation or assembly site and all preparatory work must have progressed to such an extent that the installation or assembly can be started as agreed and carried out without interruption. Access routes and the installation or assembly site must be levelled and cleared. In the case of indoor installation, wall and ceiling plastering must be completely finished, doors and windows must be installed and any wall openings specified by the Contractor must be provided for the insertion of larger assembly parts.

3. Where assembly, installation or start-up are delayed due to circumstances beyond the Contractor's control, the Customer shall bear the reasonable costs of waiting time and additional travelling necessary on the part of the Contractor or installation personnel.

4. The Customer shall provide the Contractor with an acknowledgement of the weekly duration of the working hours of the installation personnel and the materials deployed for installation, particularly those procured by the Customer, as well as of the completion of the assembly, installation or start-up, without delay.

5. Where, following completion, the Contractor requests acceptance of delivery, the Customer shall effect this within two weeks. If it does not occur, acceptance will be deemed to have taken place. Acceptance is also deemed to have taken place where the delivery - following conclusion of an agreed test phase, where applicable - is put into service. The Customer is not permitted to refuse acceptance due to a minor defect.

6. Insofar as it has been agreed that the installation is included in the total price, or a fixed price for installation has been agreed, waiting times caused by the Customer and other additional expenses will be charged according to the applicable price list for services.

## VII. Taking Receipt

The Customer shall not refuse to take receipt of Deliveries due to minor defects.

## VIII. Material Defects

1. Insofar as subjective requirements for the Contractor's Deliveries, in particular a quality of the delivery, have been expressly agreed with the Customer, these subjective requirements shall take precedence over any objective requirements.
2. The Customer can only assert rights for material defects if he has properly complied with its inspection and notification obligations under section 377 Commercial Code (HGB) in relation to the delivered goods.
3. Where notification of defects is given without cause, the Contractor is entitled to require compensation from the Customer for any costs incurred.
4. In the case of a legitimate notification of defects, the Contractor may opt either to remedy the defect or provide replacement delivery of goods or services.
5. Where subsequent performance fails, the Customer may - without prejudice to any statutory rights to claim damages under section X. - rescind the contract or reduce the remuneration. Rescission is only possible in the case of severe defects.
6. Claims under warranty cannot be made in respect of natural wear and tear or damage arising after the risk has passed as a result of incorrect or negligent handling, over-use, inappropriate operating materials, defective construction work, inadequate foundations or due to specific external influences not covered by the contract and in the case of non-reproducible software errors. Likewise, there is no right to claim under warranty in respect of inappropriate modifications or repair work carried out by the Customer or third parties, or for the consequences to which they give rise.
7. The costs of subsequent performance, particularly transport, route-related, work and material costs, arising from the fact that the delivery item is subsequently taken to a place other than the Customer's operating plant, will not be accepted unless the delivery corresponds to normal practice.
8. Insofar as the defect arises from a material third-party product, the Contractor is initially entitled to restrict its liability to the assignment of the claims under warranty to which he is entitled as against the supplier of the third-party product, unless satisfaction by way of the assigned claims or rights fails or cannot be obtained for some other reason. In this case, the Customer is entitled to the rights in sections VIII. 4 and 5.

## IX. Industrial Property Rights and Copyrights, Defects of Title

1. Unless otherwise agreed, the Contractor is obliged to provide the Deliveries only free of industrial property rights and copyrights of third parties with protective effect for the Federal Republic of Germany (hereinafter referred to as "Intellectual Property Rights"). If a third party raises justified claims against the Customer due to the infringement of Industrial Property Rights by Deliveries made by the Contractor and used in accordance with the contract, the Contractor shall be liable to the Customer as follows:
  - a) The Contractor has the option either to obtain a right of use for the corresponding Deliveries, or to change them so that the Intellectual Property Rights are no longer infringed, or to replace them, at its own expense. If this is not reasonably possible for the Contractor, the Customer shall be entitled to the statutory rights of rescission or price reduction.
  - b) The Contractor's duty to pay damages is governed by the statutory provisions in accordance with section X.

- c) The foregoing obligations of the Contractor only exist insofar as the Customer notifies the Contractor, in writing and without delay, of the claims brought by the third party, does not recognise any infringement and all defence measures and settlement negotiations remain reserved for the Contractor. If the Customer ceases use of the Deliveries in order to minimize damage or for other reasons, he must inform the third party that this cessation of use does not constitute acknowledgement of an Intellectual Property Right infringement.
2. Claims by the Customer are excluded where he is responsible for the Intellectual Property Right infringement.
3. Claims by the Customer are also excluded where the Intellectual Property Right infringement is caused by a special requirement of the Customer, an application which was not foreseeable by the Contractor or by the fact that the Deliveries are changed by the Customer or deployed together with products which are not delivered by the Contractor.
4. Otherwise, the provisions of section VIII. 2 and 3 apply in the event of infringements of intellectual Property Rights.
5. The provisions of section VIII. apply accordingly in the case of any other defects in title.

## X. General Liability

1. The Contractor shall be liable for intent or gross negligence, fraudulent concealment of defects, death, personal injury or damage to health or under the Product Liability Act, in accordance with the law. Where there is a guarantee, the Contractor shall be liable in accordance with any provisions of the guarantee.
2. In the case of simple negligence, the Contractor is only liable for the breach of a material contractual obligation, which is one which must be fulfilled in order for the contract to be properly implemented and compliance with which the Customer generally expects and is entitled to expect; this liability is limited - in the absence of any provision to the contrary relating to damages for delay under section III. 8 - to compensation for foreseeable damage typical of the contract. In all other cases, liability on the part of the Contractor is excluded.
3. Claims by the Customer under warranty shall lapse after 12 months from the passing of risk, other claims after 12 months from the statutory start of the period of limitation. In derogation from sentence 1 of this section X.3, in the event of liability on the part of the Contractor under a guarantee, the guarantee provisions shall apply and, in the case of the fraudulent concealment of a defect and claims for damages under the Product Liability Act, for death, personal injury or damage to health and due to the intentional or grossly negligent breach of obligations, the statutory limitation provisions.

## XI. Packaging

1. The Contractor shall take back the Contractor's transport packaging as well as its sales and secondary packaging for which there is no system participation obligation pursuant to the German Packaging Act (VerpackG) exclusively at its place of business and only within normal business hours in order to properly recycle or dispose of it in the sense of the circular economy. The Customer shall bear the costs of the return shipment. Euro pallets can also be taken back at one of the next Deliveries, also by way of exchange for other, equivalent pallets.
2. The packaging must be returned empty of residues, free of impurities that cannot be traced back to the packaged product and make recycling significantly more difficult, and sorted by type; otherwise the Contractor shall be entitled to demand the additional costs incurred for recycling or disposal.

## XII. Jurisdiction and Applicable Law

1. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is that in the location of the Contractor's registered office. The Contractor is however also entitled to bring proceedings in the location of the Customer's registered office.
2. German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).