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GENERAL TERMS AND CONDITIONS OF SALE

§ 1 Scope of application

These General Terms and Conditions of Sale apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law within the meaning of Section 310 (1) BGB. We shall only recognize terms and conditions of the customer that conflict with and/or deviate from our General Terms and Conditions of Sale if we expressly agree to their validity in writing. Our General Terms and Conditions of Sale shall also apply if we carry out the delivery to the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer. The latest version of these General Terms and Conditions of Sale shall also apply to all future transactions with the Customer, insofar as these are legal transactions of a related nature.

§ 2 Offer and conclusion of contract

1. Our offers are subject to change and non-binding unless they are expressly designated as binding. This shall also apply if we have provided the customer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve ownership rights and copyrights.
2. Our information on the goods (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as our representations of the same (e.g. drawings and illustrations) are only approximate, unless the usability for the contractually intended purpose requires exact conformity. They do not constitute guarantees of quality or durability of the goods to be supplied by us. Any guarantees to be assumed by us at the time of conclusion of the contract require express written confirmation as a "guarantee".
3. Orders placed by the customer shall only be deemed accepted upon receipt of our written order confirmation. The content of the contractual obligations assumed shall be determined by the content of our written order confirmation and these General Terms and Conditions of Sale. Our employees are not authorized to make verbal commitments that go beyond or deviate from the written contractual agreement.

§ 3 Prices and payment

1. Unless otherwise agreed in writing, our prices valid at the time of conclusion of the contract shall apply, namely "ex works", plus VAT at the statutory rate. Packaging costs, delivery and shipping costs, any customs duties and other fees, taxes and other public charges are not included in our prices and will be invoiced separately.
2. For small orders, a minimum order value of €60.00 will be charged.
3. If we have taken over the installation or assembly, installation costs, commissioning costs and costs of instruction/training of the operating personnel shall be charged at cost and invoiced separately. Unless otherwise agreed in writing, the customer shall bear all necessary ancillary costs, such as travel and transportation costs and allowances, in addition to the agreed remuneration. Travel time is considered working time.
4. Payments shall be made exclusively to one of the accounts specified in the order confirmation/invoice. We only accept bills of exchange or checks on the basis of special agreements and only on account of payment. Discount and bill charges shall be borne by the Customer and are due immediately.
5. The purchase price is due and payable within 30 days of invoicing. The deduction of a discount requires a separate written agreement.
We are not obliged to dispatch the goods until payment has been received on a provision invoice issued in accordance with the agreement following notification of readiness for dispatch. Interest on arrears shall be charged at a rate of 9 percentage points above the respective base interest rate plus a lump sum of €40.00. We reserve the right to assert higher damages caused by default.
6. Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in labor, material and distribution costs for deliveries made four months or more after conclusion of the contract.
7. If the Customer is no longer able to conduct business in an orderly manner, in particular if the Customer's assets are seized or payments are suspended or if the Customer files for or initiates insolvency proceedings, we shall be entitled to demand immediate payment of all our claims arising from the business relationship, even if we have accepted bills of exchange or checks. The same

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applies if the Customer defaults on his payments to us or other circumstances become known which make his creditworthiness appear doubtful. In such a case, we are also entitled to demand advance payments or the provision of security or to withdraw from the contract.

§ 4 Delivery

- 1.** Delivery shall be "ex works". At the request and expense of the customer, the goods will be shipped to another destination (sale to destination). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. Transport insurance will only be taken out at the express request of the customer. Any costs arising from this shall be borne solely by the customer.
- 2.** The unloading of the machine and the provision of the necessary tools and personnel is the responsibility of the customer. If assistance is provided by our personnel during unloading, this shall not give rise to any liability.
- 3.** Unless an expressly binding delivery date has been agreed in writing, our delivery dates or delivery periods are exclusively non-binding information. Compliance with the delivery time specified by us is subject to the timely and proper receipt of all documents, necessary approvals and releases, in particular plans, to be supplied by the customer, as well as compliance with the agreed terms of payment and other obligations by the customer. If these conditions are not fulfilled in good time, the delivery times shall be extended accordingly; this shall not apply if we are responsible for the delay.
- 4.** Our delivery obligation is always subject to timely and proper delivery by our own.
- 5.** Hindrances to delivery due to force majeure or due to unforeseen events for which we are not responsible, such as war, currency and trade restrictions, operational disruptions, strikes, lockouts, official orders, epidemics, natural disasters, subsequent discontinuation of export or import possibilities as well as our reservation of self-supply pursuant to Clause 4 shall release us from the fulfillment of our contractual obligations for the duration and scope of their effects. We shall notify the customer of the impediment to performance without delay. If the duration of the hindrance exceeds 90 days, we have the right to terminate the contract without the customer being entitled to compensation or other claims.
- 6.** If we are culpably in default with our delivery, the customer's claim for damages due to the delay shall be limited to 0.5% of the net order value of the part of the delivery in default for each completed week of the delay, up to a maximum of 5%. This limitation shall not apply in the event of intent or gross negligence.
- 7.** If an agreed delivery time is exceeded without there being an obstacle to delivery in accordance with paragraph 5 above, the customer must grant us a reasonable grace period of at least three weeks in writing. If we also culpably fail to comply with this grace period, the customer shall be entitled to withdraw from the contract, but not to assert claims for damages for non-performance or delay, unless we are guilty of intent or gross negligence. For the rest, reference is made to § 12 with regard to liability.
- 8.** If the customer is in default of acceptance of the delivery, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we are entitled to withdraw from the contract after setting a reasonable grace period. If the customer is responsible for the delay in acceptance, we shall be entitled to demand lump-sum compensation for the damage caused by the customer's delay in acceptance in the amount of 10% of the agreed net order value for the part of the delivery not accepted. The lump sum compensation shall also apply after a withdrawal on our part due to a delay in payment by the customer. Further claims for damages and other rights shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer shall be entitled to prove that we have suffered no loss at all or only a significantly lower loss than the above lump sum.
- 9.** Partial deliveries are permissible insofar as they are reasonable for the customer.
- 10.** The customer may not refuse to accept deliveries due to minor defects.

§ 5 Right of retention/ right of set-off

- 1.** The customer is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.
- 2.** The customer shall only be entitled to set-off if his claim has been legally established or is undisputed.

§ 6 Documents provided

We reserve all property rights and copyrights to all documents provided to the customer in connection with the order placement, such as calculations, drawings, etc., without restriction. These documents may not be made accessible to third parties unless we give our express prior written consent to the customer. If the order is not placed with us, all documents must be returned immediately at our request.

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§ 7 Transfer of risk on shipment

The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. In the case of sale by dispatch, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. If the customer is in default of acceptance, this shall be deemed equivalent to handover.

§ 8 Retention of title

1. Until full payment of all present and future claims arising from the business relationship between the parties, including all current account balance claims to which we are entitled against the customer, we reserve title to all goods delivered; these are hereinafter referred to as "reserved goods".

2. The customer shall store the reserved goods with care and insure them adequately at his own expense against fire, water, theft and other risks of damage. The customer assigns his corresponding claims from the insurance contracts to us as the supplier upon conclusion of this agreement. We hereby accept the assignment.

3. The customer shall store the reserved goods for us free of charge. He is entitled to process or sell the reserved goods in the ordinary course of business as long as no case of breach of duty according to paragraph 6 has occurred. The customer hereby assigns to us by way of security the claims arising from the resale or any other legal grounds (insurance pursuant to para. 2, tort) in respect of the reserved goods - including all balance claims from current accounts - in full (in the case of co-ownership in proportion to the co-ownership share). We hereby accept the assignment. We revocably authorize the customer to collect the assigned claims for our account in his own name. This direct debit authorization can only be revoked if a case of breach of duty pursuant to paragraph 6 occurs. In the event of a justified interest, we are entitled to notify the assignment to the customer's contractual partners.

4. If the goods subject to retention of title are processed by the customer, it is agreed that

- the processing is carried out free of charge exclusively in our name and for our account as manufacturer (§ 950 BGB) and
- we acquire direct ownership or - if the processing is carried out using materials from several owners and the value of the processed item is higher than the value of the reserved goods - co-ownership of the new item in the ratio of the value of the reserved goods to the other processed items at the time of processing.

In the event that no such acquisition of ownership should occur for us, the customer hereby transfers his future (co-)ownership of the newly created item to us as security. If the goods subject to retention of title are combined or inseparably mixed with another item to form a uniform item and if one of the other items is to be regarded as the main item, the customer shall transfer to us the co-ownership of the uniform item in the proportion stated in sentence 1, insofar as the main item belongs to him. We hereby accept this assignment or transfer of ownership. In such cases, the customer shall remain the custodian of the goods free of charge.

5. The customer may neither pledge the reserved goods nor assign them as security. In the event of seizure, confiscation or other dispositions by third parties, the customer must notify us immediately and provide us with all information and documents necessary to safeguard our rights. The enforcement officer or a third party must be informed of our ownership.

6. In the event of breach of contract by the customer, in particular if payment is not made on time or other circumstances become known which make the creditworthiness of the customer appear doubtful, we shall be entitled to take back the reserved goods and/or withdraw from the contract in accordance with the statutory provisions. In the event of non-payment of the purchase price due, withdrawal is only permissible if we have previously set the customer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions. The demand for return does not at the same time include a declaration of withdrawal; we are entitled to demand only the return of the reserved goods and to reserve the right to withdraw from the contract. The costs associated with the return (packaging, return transport, etc.) shall be borne by the customer.

7. If the realizable value of our securities exceeds the claims to be secured by more than 10%, we shall release securities of our choice at the request of the customer.

§ 9 Obligation to inspect and give notice of defects

1. The customer is obliged to inspect the goods immediately upon delivery to the agreed destination or, in the case of self-collection, upon acceptance (i) according to type, quantity, weights and packaging and to note any complaints in this respect on the delivery bill or consignment note or the notification of receipt and (ii) to carry out a representative quality inspection at least on a random basis. In the case of goods intended for installation or other further processing, a commercial inspection must always be carried out before processing/installation.

2. The customer must observe the following forms and deadlines when giving notice of any defects:

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- a) The complaint of a defect that is detected during a commercial sensory inspection must be made within 5 working days of delivery of the goods to the agreed destination or their acceptance. In the case of a complaint about a hidden defect that initially remained undetected despite a proper initial inspection, the complaint must be made within 5 working days of discovery, at the latest one year after delivery.
- b) The complaint must be received by us in writing, by e-mail or by fax within the aforementioned deadlines. Notification of defects by telephone is not sufficient. Notices of defects to commercial representatives, brokers or agents are irrelevant.
- c) The complaint must clearly state the nature and extent of the alleged defect.
- d) The customer is obliged to return the rejected goods to us immediately at his own expense for inspection by us, our supplier or by experts commissioned by us.

- 3. Complaints regarding the number of items, weights and packaging of the goods shall be excluded if the note on the delivery bill or consignment note or receipt of delivery required under paragraph 1 (i) above is missing. Furthermore, any complaint shall be excluded as soon as the Customer has mixed, reused or resold the delivered goods or has started to treat or process them.
- 4. Goods that are not objected to in due form and time shall be deemed approved and accepted.

§ 10 Warranty

- 1. Insofar as the information contained in our brochures, advertisements and other offer documents has not been expressly designated by us as binding, the illustrations or drawings contained therein are only approximate.
- 2. Used machines are delivered under exclusion of any warranty.
- 3. Otherwise, in the event of complaints submitted in due form and time and which are also objectively justified, we shall provide warranty at our discretion by subsequent performance in the form of rectification of defects or delivery of a new item free of defects. Subsequent performance shall not include the dismantling, removal or disassembly of the defective item or the installation, attachment or assembly of a defect-free item if we were not originally obliged to perform these services; statutory claims of the customer for reimbursement of corresponding costs ("dismantling and assembly costs") shall remain unaffected.
- 4. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions and these GTCS, if a defect actually exists. Otherwise, we may demand reimbursement from the customer of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs) if the customer knew or could have recognized that there was in fact no defect.
- 5. If the rectification of defects fails, we must always be granted at least two further attempts at rectification. If the subsequent performance fails as a whole, the customer may - without prejudice to any claims for damages - withdraw from the contract or reduce the remuneration. In the case of an insignificant defect, however, there is no right of withdrawal.
- 6. Claims for defects shall become time-barred twelve months after the transfer of risk, in the case of subsequent performance from the statutory date, with the exception of claims under the Product Liability Act, other producer liability or in cases of intent, gross negligence, lack of guaranteed quality or injury to life, limb or health if the goods are new. Claims for defects for used goods are excluded.
- 7. Claims of the customer for reimbursement of expenses pursuant to § 445a para. 1 BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c sentence 2, 327 para. 5, 327u BGB). Claims of the customer for damages or reimbursement of futile expenses (§ 284 BGB) shall only exist in accordance with § 12, even in the event of defects in the goods, and are otherwise excluded.
- 8. To the extent that we also grant a seller's guarantee, the details are set out in the following general guarantee conditions and, if applicable, other special guarantee conditions enclosed with the delivery of the goods.
- 9. Irrespective of the above warranty claims, returns of goods shall only be accepted after prior written agreement and less return costs amounting to a flat rate of 10% of the net invoice amount.

§ 11 Guarantee conditions

Our machines are manufactured using modern production methods and with the utmost care and are subject to numerous checks. For this reason, we offer a 18-month guarantee on new machines if and insofar as the following conditions are met:

- 1. The guarantee period begins on the date of delivery.
- 2. The guarantee covers material or manufacturing defects. We are only liable for third-party products (such as hydraulic and electrical parts) within the scope of the respective manufacturer's warranty. Transportation errors are not factory defects and are

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therefore not covered by the guarantee. During the guarantee period, manufacturing and material defects will be rectified free of charge by replacing or repairing the parts concerned. Other rights, including further rights such as claims for rescission, reduction or compensation for damage that has not occurred to the delivery item, are expressly excluded. The guarantee is provided by authorized workshops or by us. Repairs covered by the guarantee may only be carried out by the authorized workshop after consultation with us.

3. The guarantee does not cover the consequences of natural wear and tear, soiling, corrosion and all faults caused by improper handling or external influences. If unauthorized repairs or modifications to the original condition are carried out, the guarantee is void. The claim for compensation expires if original CLEMENS spare parts are not used. Therefore, please read the operating instructions carefully. If in doubt, please contact us directly.

4. Guarantee claims must be made within 14 days of the occurrence of the damage at the latest, stating the date of purchase and the machine number. Guarantee claims must be submitted digitally via our web portal.

5. Guarantee work does not extend the guarantee period.

§ 12 Other liability

1. In the event of intent or gross negligence on our part or on the part of our representatives or vicarious agents, we shall be liable in accordance with the statutory provisions; the same shall apply in the event of culpable breach of material contractual obligations. A contractual obligation is material if its fulfillment is essential to the proper execution of the contract and the other party to the contract may regularly rely on its observance. Insofar as there is no intentional breach of contract, our liability for damages shall be limited to the foreseeable, typically occurring damage.

2. Liability for culpable injury to life, limb or health and liability under the Product Liability Act shall remain unaffected.

3. Unless expressly regulated otherwise above, our liability is excluded.

§ 13 Final provisions

1. This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the applicability of the CISG (UN Convention on Contracts for the International Sale of Goods).

2. The place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with this contract or all legal relationships between the parties shall be our registered office in Wittlich, Germany. However, we are entitled to sue the customer at his general place of jurisdiction.

3. In case of doubt, should one or several provisions be legally invalid, the remaining provisions shall remain binding. Should any provisions be or become invalid in whole or in part, they shall be replaced by a provision that most closely approximates the economic purpose of the invalid provision. The above provision shall apply accordingly in the event of any gaps in the provisions.