

GENERAL TERMS AND CONDITIONS

of Sale of Bächer Bergmann GmbH

(as of 01.01.2026)

1. Fundamentals

1.1 These general terms and conditions of sale ("GTC") apply to all - including future contracts of Bächer Bergmann GmbH ("Contractor") with entrepreneurs ("Customer") for sales, work and similar services. General terms and conditions of the Customer or third parties shall not become part of the contractual relationship between the Contractor and the Customer, even if the Contractor does not separately object to their validity in the individual case or refers to a letter containing or referring to general terms and conditions of the Customer or a third party. General terms and conditions of the Customer or third parties shall only become part of the contract if and to the extent that the Contractor has expressly agreed to their validity in writing.

1.2 These GTC shall be deemed to have been accepted when the Contractor submits an offer to the Customer or confirms an order placed by the Customer. The execution of the order, the sending of an invoice or the acceptance of a deposit or payment are considered acceptance of the order.

1.3 The order and acceptance as well as their changes and additions must be made in writing. Verbal ancillary agreements upon conclusion of the contract are only effective if they have been confirmed in writing by the Contractor. This also applies to contract changes after the contract has been concluded. Orders executed electronically are considered to have been executed in writing.

2. Further contractual bases

2.1 Orders, **Acceptance of order**

Orders are only binding if they are placed in writing or subsequently confirmed in writing. All offers are subject to change until the order is accepted. If the Customer's acceptance of an order deviates from the Contractor's offer, a contract is only concluded upon a new confirmation by the Contractor.

2.2 Delivery times, **delay in delivery**

Delivery dates are only binding if Contractor has confirmed them in writing. The delivery dates issued by the Contractor refer to delivery ex works, unless otherwise agreed.

The Contractor's obligation to deliver is subject to correct and timely self-delivery, unless the incorrect or delayed self-delivery is the fault of Contractor. If the service owed by the Contractor is delayed due to force majeure, in particular natural disasters, water ingress, fire, war, labour disputes, riots, official measures, inability through no fault of our own on the part of the Contractor or one of its suppliers, or unfavorable weather conditions oder sonstige unvorhersehbare und schwerwiegende Ereignisse, the agreed delivery period is extended by the duration of the delay. If the delay lasts an unreasonably long time, either party can withdraw from the contract without compensation. If the delivery cannot be made on the agreed date due to

circumstances for which the Customer is responsible, the risk is transferred to the Customer at the time at which he receives notification of readiness for delivery. Storage costs are borne by the Customer. The Contractor reserve the right to claim further delay costs.

2.3 **Specification**

All specifications do not constitute characteristics or guaranteed properties guaranteed by the Contractor, but descriptions or markings of the delivery or service. The agreement of a warranty or a warranted property is only made by individual, express written agreement with the Contractor. The Customer may not invoke an intended purpose of use by the Customer.

2.4 **Notice of defects**

Obvious defects of the delivered items or the provided service must be reported in writing by entrepreneurs within two weeks of delivery of the goods or acceptance of the service. Defects that cannot be discovered within this period, even after the most careful examination, must be reported in writing immediately after discovery, at the latest before the expiry of the agreed or statutory limitation period. After this period has expired, claims for defects due to obvious defects can no longer be asserted. The further provisions for commercial sales remain unaffected.

2.5 **Limitation period of defects**

For contracts with Customers, which are entrepreneurs, the warranty period is one year. For repair work the warranty period is one year, regardless of the identity of the contracting party. The provisions of this paragraph do not apply if there is intent or gross negligence or if claims are made due to injury to life, body or health or if the seller has fraudulently concealed the defect or has given a guarantee for the quality of the delivery item.

2.6 **Realisation of the warranty**

In the case of justified complaints about defects, the Contractor has the choice of either repairing the defective items or providing the Customer with a replacement in return for taking back the defective item. As long as the Contractor meets our obligations to remedy the defects, the Customer has no right to demand a reduction in the price or cancellation of the contract unless the repair fails. If repair or replacement delivery is impossible, fails or is refused, the Customer can, at his discretion, demand a corresponding price reduction or cancellation of the contract. Sentence 1 does not apply to consumer transactions for the purchase of movable items. If the Customer has asserted defects against the Contractor and it subsequently turns out that there is no defect for which Contractor is liable, the Customer shall reimburse all expenses and costs incurred by the Contractor in connection with the allegation of a defect.

2.7 **Prices, payment terms**

The prices are in euros plus VAT at the statutory rate, unless another currency has been agreed and confirmed in advance by the Contractor in writing.

Unless otherwise agreed, all prices are valid from the Contractor's registered office in Cologne ("free carrier" – FCA Colonge, INCOTERMS 2020).

Unless otherwise agreed and previously confirmed in writing by the Contractor, the payment period is 30 days net from the date of delivery.

2.8 Advance payment

If no individual payment plan has been agreed, the Contractor may request an advance payment for partial services in the amount of the value of the services provided.

3 Lump sum compensation

If the Customer terminates the contract without a legitimate reason, the Contractor is entitled to demand 10% of the total order amount or 10% of the remuneration for the part of the service not yet provided as compensation. If the Contractor can provide evidence, we can also claim a higher amount. The Customer is entitled to prove that the damage is less.

4 Maintenance, inspection and care instructions

4.1 To ensure the long-term functionality of the delivered products, the Contractor would like to point out that regular maintenance work is necessary, in particular:

- Fittings and moving components must be checked and, if necessary, oiled or greased.
- Seals must be checked regularly and re-treated if necessary, depending on the material and use.
- Untreated aluminum, which typically tarnishes when used outdoors, can be cleaned with suitable care products if necessary to maintain its appearance.
- Film-coated PP sheets should be checked regularly for damage to the film to ensure the UV resistance of the materials.

This work is not part of the scope of delivery unless it has been expressly agreed. Failure to carry out maintenance work can affect the service life and functionality of the products without giving rise to any claims for defects.

4.2 Deviations in dimensions, colors or structures that are due to the nature of the materials used (e.g. untreated aluminum, plastic panels) are reserved within reasonable limits. This applies in particular to repeat orders.

4.3 The Customer is obliged to ensure suitable environmental conditions (e.g. protection from extreme UV radiation, humidity or temperature fluctuations) in order to guarantee the functionality and durability of the delivered products.

5 Exclusion of assignment and set-off

5.1 The contractual relationship or rights and obligations thereunder may only be transferred or assigned with the prior written consent of the other party. Apart from this, the Contractor may assign rights and obligations arising

from the contract to any affiliated company within the meaning of Section 15 of the German Stock Corporation Act (AktG) at any time.

5.2 Set-off against claims that is only allowed with undisputed or legally established claims.

6 Retention of title

6.1 Delivered items remain property of the Contractor until full payment has been made.

6.2 The Customer is obliged to notify the Contractor immediately in writing of any seizure or other intervention by third parties in the items subject to retention of title and to inform the third parties about the existing retention of title.

6.3 The Customer is entitled to resell the items delivered to him under retention of title within the framework of proper business management. In this case, the Customer hereby assigns to the Contractor the claims arising from the sale in the amount of the invoice value of the reserved items. In the case of resale on credit, the Customer is obliged to reserve title to the items delivered vis-à-vis his buyer. The Customer is entitled to collect receivables from the resale. This direct debit authorisation shall expire in the event of revocation by the Contractor, which is reserved in particular in the event of default of payment, non-payment of a bill of exchange or significant deterioration of the Customer's financial situation.

6.4 If items subject to retention of title are combined, mixed or processed with other items, the Contractor shall have joint ownership of the new item in proportion to the invoice value of the items subject to retention of title to the value of the other processed items.

6.5 The Customer shall carefully store, maintain, protect against theft, breakage, fire, water and other risks at the Customer's own expense during the period of retention of title, and shall also take all reasonable measures until possible installation or consumption to ensure that the Contractor's claim to title is neither impaired nor cancelled.

7 Ownership and copyright

The Contractor reserves the ownership and copyright of cost estimates, drafts, drawings, calculations, and all design data and complete designs. These may not be used, copied, modified, or passed on to third parties without the Contractor's express written consent. This includes, in particular, digital and physical documents such as CAD data, technical documentation, and other design documents. If the order is not placed or at the Contractor's request, all documents and data must be returned immediately or verifiably deleted. Any passing on or use, whether in part or in whole, is expressly prohibited.

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8. Liability

8.1 The Contractor is liable without limitation for intent and gross negligence.

8.2 The Contractor is only liable for simple negligence – except in the case of injury to life, limb or health – if essential contractual obligations (cardinal obligations) are violated. Material contractual obligations are those whose fulfilment characterizes the contract and on which the Customer may rely. Liability is limited to the contract-typical and foreseeable damage, but not more than an amount equal to half of the contract value.

8.3 Liability for indirect and unforeseeable damages, loss of production and use, loss of profit, loss of savings and financial losses due to claims by third parties is excluded in the event of simple negligence – except in the case of injury to life, limb or health.

8.4 Any further liability than in this contract is excluded – regardless of the legal nature of the claim asserted. However, the above limitations or exclusions of liability do not apply to legally mandatory strict liability (e.g. under the Product Liability Act) or liability arising from a strict warranty.

8.5 Insofar as liability is excluded or limited in accordance with the above paragraphs, this shall also apply to the personal liability of the Contractor's employees, employees, representatives, organs and vicarious agents.

9. Compliance

9.1 The parties comply with the applicable legal standards, in particular the competition and antitrust laws, the labour and child protection regulations (e.g. regarding conflict minerals), the prohibition of human trafficking and the core conventions of the International Labour Organization, as well as the provisions against counterfeiting or for the protection of the environment and health (e.g. directives such as REACH and RoHS). The Contractual Partner shall comply with the current Code of Conduct for Business Partners of the Contractor, which shall be handed over to him upon request.

9.2 The parties undertake not to accept any financial or other benefits if an unjustified advantage is expected or rewarded by the giver. They also undertake to comply with the Convention of 17 December 1997 on combating bribery of foreign public officials in international business transactions, concluded within the framework of the OECD, analogously in private sector transactions.

9.3 The parties contractually oblige their employees, subcontractors, subcontractors and other third parties involved in the performance of the contract to comply with this article.

10 Dispute resolution

The Contractor will not participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the Act on Alternative Dispute Resolution in Consumer Matters and is not obliged to do so.

11 Data protection

The Contractor stores its Customers' personal data in a machine-readable format in the form of name, address and communication data of the business or place of residence for the purpose of fulfilling pre-contractual and contractual obligations and for contract execution. This data collection and processing is based on Article 6 Paragraph 1 b) GDPR. The Contractor guarantees to store this data exclusively for our own purposes. In particular, it will not be transmitted to unauthorized third parties for commercial purposes. The data will be deleted as soon as it is no longer required for the purpose of its processing. People whose data the Contractor has collected and processed in this way are entitled to request information from the Contractor about which data concerning them the Contractor has stored. If the data collected is incorrect, these people can request that the Contractor corrects it or, if the data has been stored inadmissibly, that the Contractor deletes the data. They also have the right to lodge a complaint with the responsible supervisory authority.

12. Place of Performance, Place of Jurisdiction and Applicable Law

12.1 The place of performance for deliveries is the Contractor's delivery plant for deliveries ex works, and the Contractor's warehouse for other deliveries.

12.2 At the Contractor's choice, the place of jurisdiction shall be the registered office of the Contractor or the registered office of the Customer.

12.3 All legal relationships between the Contractor and the Customer as well as all disputes and claims arising therefrom shall be governed by the law of the Federal Republic of Germany in addition to these GTC, to the exclusion of the Vienna UN Convention on Contracts for the International Sale of Goods.