

General terms and conditions of sale of Höhne GmbH (TCS)**V2025.1****I. General provisions – scope – form**

1. Our general terms and conditions of sale (TCS) shall apply to the supply of movable objects in accordance with the contract concluded between us and the customer, provided that the customer is an entrepreneur (under section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
2. Our TCS shall apply exclusively; we shall not recognise any terms and conditions of our customers that contradict, supplement or deviate from our TCS unless we have expressly agreed to their validity in writing. Our TCS shall also apply if we make the supply without reservation in the knowledge of the customer's terms and conditions that contradict or deviate from our TCS.
3. Individual agreements made with the customer in individual cases shall always take precedence over these TCS. Subject to evidence to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
4. Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of a deadline, notification of defects, withdrawal or reduction) shall be made in writing, i.e. in written or text form (e.g. letter, email, fax). Statutory form requirements and other evidence, in particular in the event of doubt as to the legitimacy of the person making the declaration, shall remain unaffected.
5. References to the applicability of statutory provisions shall be for clarification purposes only. Accordingly, unless directly amended or expressly excluded in these TCS, the statutory provisions shall apply even if no explicit clarification has been provided.

II. Quotation – conclusion of contract – quotation documents

1. Our quotations shall be subject to change and non-binding. This shall also apply if we have provided the customer with catalogues, technical documentation, other product descriptions or documents, including in electronic form.
2. The customer's order shall constitute a binding offer of a contract, which we can accept within one week by sending an order confirmation or by supplying the goods, unless otherwise indicated in the order.
3. We shall reserve ownership rights and copyrights to illustrations, drawings, costings and other documents.

III. Delivery – transfer of Risk – acceptance – default on acceptance obligation

1. Unless otherwise agreed, delivery shall take place ex works, and that shall also serve as the place of performance for delivery and any subsequent performance. At the request and expense of the customer, the goods may be delivered to another destination (purchase and carriage of the goods). Unless otherwise agreed, we shall be entitled to determine the type of delivery ourselves (in particular the carrier, delivery route and packaging).
2. The risk of accidental loss and deterioration of the goods shall pass to the customer upon handover at the latest. In the case of purchase and carriage of goods, however, the risk of accidental loss and deterioration of the goods as well as the risk of delay shall pass upon transfer of the goods to the freight forwarder, carrier or other person designated to carry out the delivery. If the Customer defaults on its acceptance obligations, this shall be deemed equivalent to handover.

IV. Prices – small-order surcharge – terms of payment

1. Unless otherwise agreed in individual cases, our prices shall be ex works and subject to additional statutory value added tax.
2. Orders of a total net value of less than €500.00 shall be subject to a small-order surcharge of €49.00 gross. The small-order surcharge shall also apply if several delivery addresses are specified and the average total order value per delivery address is less than €500.00. This surcharge shall be presented as a separate item on the invoice.
3. In cases of purchase and carriage of goods (section III paragraph 1), the customer shall bear the costs of packaging and carriage unless

agreed otherwise. Any customs duties, fees, taxes and other public charges shall be borne by the customer.

4. The purchase price, including any side costs, shall be paid within 30 days of receipt of the goods and without deduction of any discounts unless otherwise agreed. However, we shall be entitled at all times, including in the context of an ongoing business relationship, to make a delivery wholly or partly dependent on prepayment. We shall declare such conditions at the time of the order confirmation at the latest.
5. The customer shall be in default if the aforementioned payment due date passes. The legal provisions shall apply in respect of the consequences of late payment.
6. The customer shall only be entitled to offset amounts owed if its counterclaims are legally established, undisputed, recognised by us or have a synallagmatic link to the main claim. The customer shall be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.
7. If it becomes apparent after the conclusion of the contract that our claim to the purchase price is endangered by the customer's inability to pay (e.g. by applying for the opening of insolvency proceedings), we shall be obliged to comply with the statutory provisions on the refusal of performance and – after setting a deadline if applicable – entitled to withdraw from the contract.

V. Retention of title

1. We shall reserve title to the sold goods (reserved goods) until all of our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims) have been paid in full.
2. The goods subject to retention of title shall not be pledged to third parties or transferred as security until the secured claims have been paid in full. The customer shall inform us immediately of any application for the opening of insolvency proceedings or enforcement measures by third parties in relation to the reserved goods.
3. In the event of a breach of contract on the part of the customer, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The request for return shall not simultaneously constitute a declaration of withdrawal; instead, we shall only be entitled to demand the return of the goods and shall reserve the right to withdraw from the contract. If the customer does not pay the purchase price due, we may only assert these rights if we have unsuccessfully set the customer a reasonable deadline for payment previously or if such a deadline is dispensable under the statutory provisions.
4. Until revoked, the customer shall be entitled to resell and/or process the reserved goods in the ordinary course of business. In this case, the following provisions shall also apply.
 - a) The retention of title shall extend to the products resulting from processing, mixing or combining our goods, to their full value, with us being deemed to be the manufacturer. If, in the event of processing, mixing or combining with third-party goods, the third party's ownership rights remain, we shall acquire co-ownership proportionally to the invoice values of the processed, mixed or combined goods. For all other matters, the same shall apply to the resulting product as to the goods delivered under retention of title.
 - b) The customer hereby assigns to us as security any claims against third parties arising from the resale of the goods or product, in their entirety or in the amount of our co-ownership share, if any, in accordance with the above paragraph without any further special declarations being required. We accept this assignment. The obligations of the customer specified in paragraph 2 shall also apply with regard to the assigned claims.
 - c) Until revoked, the customer shall, in addition to us, be entitled to collect the assigned claims from the resale. We undertake not to collect the receivables as long as the customer meets its payment obligations towards us, there is no deficiency in its ability to pay and we do not assert the retention of title in accordance with paragraph 3. If this however does become the case, we may demand that the customer inform us of the assigned claims and their debtors, provide all information required for collection and provide the associated documents

and notify the debtors (third parties) of the assignment. Furthermore, in this case, we shall be entitled to revoke the customer's authorisation to further sell and process the goods that are under reservation of title.

- d) If the realisable value of the security exceeds our claims against the customer by more than 10%, we shall release security at our discretion if requested by the customer.

VI. Defect-based claims

1. The rights of the customer in the event of material defects and defects of title (including incorrect and short deliveries) shall be governed by the statutory provisions unless otherwise specified below. In all cases, the special statutory provisions shall remain unaffected in the event of final deliveries of the unprocessed goods to a consumer, even if the latter has further processed them (recourse to the supplier pursuant to BGB section 478). Claims arising from supplier recourse shall be excluded if the defective goods have been further processed by the customer or another entrepreneur, e.g. by incorporating them into another product.
2. The basis of our liability for defects shall primarily be the agreement made regarding the quality of the goods. All product descriptions that are the subject of the individual contract or that have been made public by us, in particular in catalogues or on our website, shall be deemed to be agreements regarding the quality of the goods.
3. Insofar as there is no agreement regarding quality, the statutory provisions shall be used to assess whether a defect exists or not (BGB section 434(1) sentences 2 and 3). However, we shall not accept any liability for public statements made by the manufacturer or other third parties (e.g. advertisement statements).
4. For the customer's defect-based claims, it shall be required that the customer has fulfilled its statutory obligations to inspect and give notice of defects (BGB sections 377, 381). If a defect is discovered during delivery, inspection or at any later point in time, we shall be notified of this in writing without delay. In all cases, obvious defects shall be reported in writing within five working days of delivery and defects that are not identifiable during the inspection shall be reported in writing within the same period of time after discovery. If the customer fails to carry out a proper inspection and/or report a defect, our liability for a defect that is not reported or not reported on time or properly shall be excluded in accordance with the statutory provisions.
5. If the delivered item is defective, we may first choose whether to provide supplementary performance by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). Our right to refuse supplementary performance under the statutory requirements shall remain unaffected.
6. We shall be entitled to make the supplementary performance owed dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a reasonable part of the purchase price proportionate to the defect.
7. The customer shall give us the time and opportunity necessary for the supplementary performance owed, in particular to hand over the contested goods for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to us in accordance with the statutory provisions. Subsequent performance shall not include either the removal of the defective item or its reinstallation if we were not originally obliged to install it.
8. We shall bear or reimburse the expenses required for the purposes of inspection and subsequent performance, in particular carriage, travel, labour and material expenses as well as any disassembly and installation expenses, in accordance with the statutory regulations if there is actually a defect. Otherwise, we may demand reimbursement from the customer of the costs incurred as a result of the unjustified request to remedy the defect (particularly inspection and carriage expenses) unless the lack of defect liability was not apparent to the customer.
9. If the subsequent performance has failed or a reasonable deadline set by the customer for subsequent performance has expired without success or is dispensable in accordance with statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. However, there shall be no right of withdrawal in the event of an insignificant defect.
10. Even in the event of defects, the customer shall only be entitled to damages or reimbursement of futile expenses in accordance with

section VII, below, and shall otherwise be excluded.

VII. Other liability

1. Unless otherwise stated in these TCS, including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.
2. We shall be liable for damages – irrespective of the legal grounds – in cases of intent and gross negligence as part of our liability for negligence. In the event of ordinary negligence, we shall only be liable, subject to a milder standard of liability under statutory provisions (e.g. for due diligence in our own affairs), for:
 - a) loss resulting from injury to life, limb or health;
 - b) loss resulting from the not insignificant breach of an essential contractual obligation (an obligation whose fulfilment is essential for the proper execution of the contract and for which the contractual partner regularly relies and may rely on compliance); in this case, however, our liability shall be limited to compensation for foreseeable, typically occurring loss.
3. The limitations of liability resulting from paragraph 2 shall also apply in the event of breaches of duty by or to the benefit of persons for whose fault we are responsible in accordance with statutory provisions. They shall not apply insofar as we have fraudulently concealed a defect or have assumed a warranty for the quality of the goods and for claims of the customer under the German Product Liability Act.
4. In the event of a breach of duty that does not constitute a defect, the customer may only withdraw from or terminate the contract if we are responsible for the breach of duty. For all other matters, the statutory requirements and legal consequences shall apply.
5. The above provisions shall not entail a change in the burden of proof to the detriment of the customer.

VIII. Permits and licences

1. The customer shall be responsible for obtaining from the competent administrative and supervisory authorities and maintaining, at its own expense, any permits, licences and authorisations required for the intended use of the contractual goods and/or services. In particular, this shall include permits for the use, sale and distribution of the products and/or services supplied by us.
2. If necessary, the customer shall assist us in obtaining visas, permits and customs clearance for the products.

IX. Compliance with laws

1. The Parties undertake to comply with all laws and administrative and national and international regulations applicable to their professional activities and to ensure that third parties associated with them (in particular suppliers and subcontractors) also comply with them. This shall include in particular:
 - Combat of fraud
 - Combat of corruption and bribery
 - Prevention of financial crime (including money laundering, insider trading and terrorist financing)
 - Respect for fundamental labour rights (including prohibition of all forms of forced or child labour, protection of workers' health and safety; and social freedoms)
 - Avoidance of anti-competitive practices
 - Protection of personal data
 - Environmental protection
2. The contracting Parties undertake to avoid conflicts of interest.
3. Neither contracting Party shall, by act or omission, create a situation that would make the Counterparty liable for non-compliance with the aforementioned provisions. Each Party shall introduce and uphold its own ethical principles and procedures. In addition, each Party shall inform the other without delay of any incidents that:

- could lead to a breach of the aforementioned provisions as part of the performance of the contract, or
 - could give rise to liability on the part of the Party concerned.
4. Each Party shall reserve the right to demand from the Counterparty evidence that measures have been taken to comply with this clause.
 5. The customer declares that it and its associated companies are not directly or indirectly subject to a sanctions programme or restrictive measures of a national or international organisation (in particular the Council of Europe or the Office of Foreign Assets Control of the US Department of the Treasury (OFAC)). In the event of an imminent or definitive occurrence of the aforementioned measures, the customer undertakes to inform us of this immediately in writing. In this case, we shall have the right to terminate the contract without notice and without compensation.
 6. If the customer is accused or sanctioned directly or indirectly (through its directors, beneficial owners, employees, associated companies or in general through any natural person or legal entity that works with or for it) based on one or more of the national and international provisions mentioned in paragraph 5, it shall inform us immediately in writing. In this case, we shall have the right to terminate the contract between the Parties without notice and without compensation.
 7. The customer shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, transfer, provide or release (execute a "Transaction") any of the goods supplied under or in connection with the contract where such Transaction is prohibited by the applicable export control laws, economic sanctions, customs laws, regulations, rules, and orders (hereinafter "Trade Control Laws"), in particular:
 - for goods falling under the scope of Article 12g of Council Regulation (EU) No 833/2014 and article 8g of Council Regulation (EU) 2024/1865, towards Russian Federation and/or Belarus
 - with countries embargoed or sanctioned by the EU and/or the US,
 - goods subject to export license by the EU and/or the US,
 - with anyone listed on the Specially Designated Nationals List, the Entity List, or any other prohibited persons list published by the U.S Department of Commerce, Treasury, or State, and/or any European organization ("Restricted Party"),
 - for a prohibited end-use.

We will not be liable to the Customer for any loss or expense if Customer fails to comply with any Trade Control Law or with the provisions set forth in this article. The Customer shall indemnify, defend and hold Seller, its shareholders, officers, directors, employees, representatives, agents, and affiliates harmless from and against all claims, suits, actions, proceedings, debts, losses or liabilities (including attorney fees and expenses, whether incurred as the result of a third-party claim or a claim to enforce this provision), and damages arising out of Customer's non-compliance with this article, including Customer's violation or alleged violation of any Trade Control Law. This article will survive the performance, expiration, or termination of the contract.
 8. Any breach by a contracting Party of the provisions of this paragraph shall be deemed a serious breach entitling the Counterparty to terminate the contract unilaterally without notice and without compensation, notwithstanding compensation for all loss to which this contracting Party is entitled as a result of such a breach.
 9. Each contracting Party shall be solely liable for any breach of the mentioned legal and administrative regulations and shall not be entitled to utilise the Counterparty as a guarantor.

X. Limitation period

1. Deviating from BGB section 438(1)(3), the general limitation period for claims arising from material defects and defects of title shall be one year from the date of supply. This shall not affect the special statutory provisions on the limitation period, in particular BGB sections 438(1)(1) and (2), 438(3), 444 and 445b.
2. The above limitation periods under sales law shall also apply to contractual and non-contractual customer claims for damages based on a defect of the goods, unless the application of the regular statutory limitation period (BGB sections 195 and 199) would lead to a shorter limitation period in individual cases. Customer claims for damages pursuant to section VII paragraph 2 sentences 1 and 2a) and in accordance with the German Product Liability Act shall, however, only become time-barred according to the statutory limitation periods.

XI. Fulfilment proviso

1. The fulfilment of the contract shall be subject to the proviso that there are no impediments arising from German or other applicable

national, EU or international provisions of foreign trade law, as well as no embargoes or other sanctions.

2. The customer shall be obliged to provide all information and documents required for export, shipment or import.

XII. Choice of law – venue

1. These TCS and the contractual relationship between us and the customer shall be governed by the law of the Federal Republic of Germany, excluding uniform international law, in particular the UN Convention on Contracts for the International Sale of Goods.
2. Exclusive, including internationally, venue for all disputes arising directly or indirectly from the contractual relationship shall be Hamburg-Mitte. However, we shall also be entitled in all cases to bring action at the place of performance of the delivery obligation in accordance with these TCS or an overriding individual agreement or at the general venue for the customer. Overriding statutory provisions, in particular regarding exclusive competencies, shall remain unaffected.