

Terms and Conditions of Sale and Delivery

1 Scope

- 1.1 These Terms and Conditions of Sale and Delivery shall apply to any and all deliveries and services provided and to any and all offers made by Poly-clip System GmbH & Co. KG and its domestic subsidiaries (hereinafter, "**Poly-clip System**") and companies conducting their commercial or independent business activities and to legal persons under civil law (hereinafter, the "**Customer**").
- 1.2 Any terms and conditions the Customer may have in place that conflict with, complement, or deviate from these Terms and Conditions of Sale and Delivery shall not apply unless Poly-clip System has expressly agreed to their applicability in a written form. The same shall apply if and when Poly-clip System carries out a delivery, provides a service, or makes an offer without reservations despite having knowledge that the Customer may have such conflicting or deviating terms and conditions of sale and delivery in place.
- 1.3 As part of ongoing business relationships, these Terms and Conditions of Sale and Delivery also shall apply to future deliveries and services provided or offers issued by Poly-clip System even if they are not reincorporated expressly into the agreement.

2 Entering into Agreements, Scope of Service

- 2.1 Any and all offers issued by Poly-clip System – including, but not limited to, with regard to availability, quantities specified, delivery deadlines, and ancillary services – shall be subject to change and shall not be binding unless they are declared expressly in a written form as being binding. Poly-clip System's offers shall be subject to the proviso that Poly-clip System receives its qualitative and quantitative deliveries in a timely manner.
- 2.2 Descriptions, technical data, images, patterns, drawings, prices, and other information shall be non-binding and shall be deemed to be only approximately authoritative, unless they are declared expressly in a written form as being binding.
- 2.3 The scope of the deliveries or services to be provided by Poly-clip System shall be based on the respective offer or order confirmation.
- 2.4 Deviations from the scope of service customary in the trade and in the industry shall be admissible to the extent they do not impede the goods from being used for the contractually intended purpose. Deviations resulting from mandatory legal or technical norms taking effect after the respective order has been confirmed shall be admissible to the extent the deviations are not substantial and are deemed reasonable by the Customer.
- 2.5 Obvious errors, typos, or miscalculations made in offers or order confirmations issued by Poly-clip System shall not be binding on Poly-clip System with regard to such errors.

3 Prices

- 3.1 All prices shall apply EXW (INCOTERMS® 2020) plus applicable statutory sales tax and packing costs.

- 3.2 If no fixed prices have been agreed upon expressly, at least in a text form, goods or services provided by Poly-clip System shall be paid for subject to the price list applicable at the time the order was placed.
- 3.3 If and when Poly-clip System provides transportation or installation services in addition to providing deliveries or services and unless agreed upon otherwise in a text form, in addition to the agreed-upon amount the Customer shall assume any and all required ancillary costs including for travel, transportation, and clearing.
- 3.4 In the case of permanent delivery agreements or agreements that stipulate a period exceeding four (4) months between the entering into of the agreement and the provision of the deliveries or services, Poly-clip System reserves the right to increase or reduce the price in line with the actual netted cost increase or reduction resulting from an increase or reduction in collective bargaining agreements, energy prices, or prices for materials to the extent they have become part of the basis for calculation, without Poly-Clip System benefitting in the process. If an increase in the price so recalculated exceeds 10% of the originally agreed-upon price, the Customer shall be entitled to rescind the agreement.

4 Payment Terms

- 4.1 The Customer shall remit payment for invoices issued by Poly-clip System to Poly-clip System's bank account without deductions in euros and within fourteen (14) days after the date on the invoice unless expressly agreed upon otherwise.
- 4.2 Upon expiry of the deadline for payment, the Customer automatically shall be deemed to be in default without a reminder being required.
- 4.3 Poly-clip System shall be entitled to provide deliveries or services against prepayment or the provision of collateral only if and when Poly-clip System has obtained knowledge of circumstances which could significantly lower the Customer's credit rating and/or compromise the Customer's payment of Poly-clip System's outstanding receivables under the respective agreement. Any other rights Poly-clip System may have, including, but not limited to, asserting damages due to the Customer's delayed acceptance, shall remain unaffected.
- 4.4 The Customer shall not have the right to offset or retain payment for the goods or services against Poly-clip System's claims unless the claim has been legally established or is undisputed. This shall not apply to claims created directly under the same contractual relationship which share a reciprocal relationship.

5 Delivery and Transfer of Risk

- 5.1 Unless expressly agreed upon otherwise in writing by the parties hereto, all deliveries shall be made EXW (INCOTERMS® 2020).
- 5.2 All delivery deadlines and delivery dates shall be non-binding unless they are declared expressly in a written form as being binding.

- 5.3 A delivery deadline shall commence upon the Customer's receipt of the order confirmation. Compliance with delivery deadlines shall be conditional upon the timely receipt by Poly-clip System of any and all documents the Customer agreed to provide and of any and all permits and approvals required, and upon the Customer's compliance with the agreed-upon payment terms and other obligations the Customer may have. If these conditions are not complied with in a timely manner, the deadlines shall be extended for a reasonable amount of time; this shall not apply if Poly-clip System was solely responsible for the delay.
- 5.4 A delivery deadline shall be deemed to have been met if and when a surrender offer regarding the delivery has been made to the forwarder, the freight carrier, or any other third party commissioned to transport the goods, before the deadline has expired.
- 5.5 Compliance with delivery deadlines, including binding ones, shall be subject to the proviso that Poly-clip System receives its quantitative and qualitative deliveries from its supplier or suppliers properly including, but not limited to, in a timely manner. If such proper delivery to Poly-clip System fails, Poly-clip System shall be entitled to rescind the agreement with the Customer.
- 5.6 The Customer may not refuse acceptance of deliveries or services due to minor defects.
- 5.7 Partial deliveries shall be admissible, provided they are reasonable for the Customer.
- 5.8 The takeback of transportation packing materials shall be subject to the applicable statutory regulations. Unless agreed upon otherwise by the parties in writing, Poly-clip System shall not take back any packing materials.
- 5.9 If the delivery or the provision of services is delayed for reasons under the Customer's control, the risk of accidental loss and/or accidental deterioration of the delivery or service shall be transferred to the Customer upon Poly-clip System's notification of its readiness to ship.

6 Force Majeure

- 6.1 The term force majeure refers to the occurrence of an event or circumstance that impedes a party from meeting one or more of its contractual obligations if and to the extent the party affected by the hindrance proves: (a) the hindrance is beyond that party's reasonable control, and (b) the hindrance was not reasonably foreseeable at the time the agreement was entered into, and (c) the impact of the hindrance could not have been reasonably prevented or overcome by the party affected.
- 6.2 For proof to the contrary, pursuant to the previous paragraph, force majeure includes, but is not limited to, the following events: war, acts of terrorism, currency and/or trade restrictions, embargos, sanctions, official acts, compliance with laws or governmental decrees, state bans on leaving the country and on exports or state bans on entering the country and on imports, epidemics, extreme natural events, explosions, fires, demonstrations or assemblies impeding passage through important transportation routes, general labor unrest, energy shortages, or impairment of means of transportation.
- 6.3 If a party invokes this clause successfully, as of the time at which the hindrance makes it impossible for that party to provide a contracted service, that party shall be released

from meeting its contractual obligations and any obligation to pay damages and/or from any other contractual legal remedy due to breach of contract for the duration of the force majeure event and a reasonable recovery period provided the occurrence of the force majeure event is reported without undue delay. If the hindrance or force majeure event affects the party for more than four (4) months, the other party shall be entitled to terminate the respective agreement for cause in whole or in part. If this is the case, mutual claims for damages due to the termination shall be excluded.

7 Retention of Title

- 7.1 Poly-clip System shall retain ownership of the goods delivered or the services provided until any and all amounts owing for the goods delivered or the services provided have been paid in full (hereinafter, the “**Goods Subject to Retention of Title**”).
- 7.2 The Customer shall store the Goods Subject to Retention of Title on behalf of Poly-clip System with the diligence of a prudent businessperson, shall handle them carefully, and shall insure them against fire, water, and theft at the Customer’s expense. The Customer shall assign to Poly-clip System the Customer’s claims under the insurance contracts; Poly-clip System shall accept the assignment. This also shall apply if insurance does not cover the damages in full. Any other claims Poly-clip System may have shall remain unaffected.
- 7.3 The Customer shall assume the risk of accidental loss and/or accidental deterioration of the Goods Subject to Retention of Title delivered by Poly-clip System.
- 7.4 The Customer shall not be entitled to resell, process, or reshape the Goods Subject to Retention of Title or to mix, combine or otherwise inseparably connect them to third-party materials.
- 7.5 The Customer shall not be entitled to pledge or assign by way of security the Goods Subject to Retention of Title or to make any other dispositions that compromise Poly-clip System’s property. The Customer shall notify Poly-clip System in a text form without undue delay of any third-party interventions that compromise Poly-clip System’s rights, including seizure or foreclosure. If and when the third party is not able to reimburse Poly-clip System for any and all court and out-of-court costs of a lawsuit pursuant to § 771 of Germany’s Code of Civil Procedure (ZPO), the Customer shall be liable for the resulting loss. Any other claims Poly-clip System may have against the Customer shall remain unaffected.
- 7.6 If and when Poly-clip System rescinds the agreement due to the Customer’s behavior in breach of the agreement including, but not limited to, payment default (case of enforcement (*Verwertungsfall*)), Poly-clip System shall be entitled to demand the Goods Subject to Retention of Title be surrendered. If and when Poly-clip System rescinds the agreement, the Customer shall grant Poly-clip System access to and shall surrender the Goods Subject to Retention of Title without undue delay. The cost of the surrender or takeback of the Goods Subject to Retention of Title shall be assumed by the Customer.
- 7.7 A takeback or assertion of retention of title by Poly-clip System shall not constitute rescission of the agreement by Poly-clip System, unless expressly declared by Poly-clip

System in a text form. Any other claims Poly-clip System may have shall remain unaffected.

8 Warranty

- 8.1 Claims for defects shall not arise from non-material deviations of the delivery or services from the agreed-upon specifications, non-material impairment of the usability of the goods as specified by Poly-clip System, natural wear and tear, excessive strain, use of inadequate materials, defects resulting from exceptional external influences, or non-reproducible software defects. In addition, if and when the Customer or a third party makes improper changes or carries out maintenance work improperly, the changes or maintenance work and the consequences thereof will not constitute reasons for claims for defects.
- 8.2 Poly-clip System shall have a warranty obligation only if and when the Customer has met the Customer's obligations to inspect and to give notice of defects in a timely manner. The Customer shall inspect incoming goods for detectable external transportation damage and for compliance with the order without undue delay. The Customer shall report detectable external transportation damage to Poly-clip System without undue delay in a notice of defects which must be at least in a text form and in any case no later than three (3) business days after surrender of the goods and shall report any other defects to Poly-clip System within five (5) business days after detection.
- 8.3 All notices of defects shall include a precise description of the defect, information on the delivery affected and, if possible, images of the defect. Poly-clip System shall be entitled to request that defective parts be returned to Poly-clip System at Poly-clip System's expense for inspection purposes.
- 8.4 Within a reasonable period of time, Poly-clip System shall be free to choose to remedy acknowledged defects by removing them (supplementary performance) or by delivering defect-free goods (replacement delivery). Also, Poly-clip System shall be entitled, at no additional cost to the Customer, to make such changes to the goods or services that may be required as a result of defects to the extent the changes do not alter the contractual service in more than a minor manner. To a reasonable extent, the Customer shall support Poly-clip System in in the removal of defects.
- 8.5 Spare parts provided as part of liability for defects, that is, spare parts delivered, installed, or replaced, shall be subject to the same period of liability for defects as the purchased goods that have been repaired and to the same applicable commencement of such period. Any and all replaced parts shall become the property of Poly-clip System, provided they no longer are subject to retention of title.
- 8.6 The cost of supplementary performance and inspection of defects shall be assumed by Poly-clip System, if and when the complaints are justified. This shall not apply to expenses incurred as a result of Poly-clip System's delivery of goods to a location other than the Customer's commercial establishment unless such delivery corresponds to the contractually intended use of the goods. Phrase 1 also shall not apply to additional expenses incurred as a result of the Customer's making changes to the delivered goods without Poly-clip System's consent.

- 8.7 The warranty rights shall lapse if and when the Customer repairs, changes, or otherwise interferes with the goods without Poly-clip System's consent, or fails to use Poly-clip System's original parts when making repairs or changes or otherwise interfering with the goods and such actions or failure make the defect impossible or unreasonably difficult to remove, unless this was not causal to the defect. If the warranty is found not to apply, the Customer shall pay the applicable prices specified in item 3 above for the services provided by Poly-clip System.
- 8.8 The Customer only may rescind the agreement or reduce the purchase price by a reasonable amount if two attempts to remedy the defect have failed. In the case of a minor reduction in the value or suitability of the goods or services, rescission shall be excluded, as well as if the Customer delayed acceptance or is responsible for the defect. If the Customer fails to notify Poly-clip System of the Customer's rescission or to demand damages from Poly-clip System for non-fulfillment, even after the deadline for subsequent performance set by the Customer has expired Poly-clip System shall remain entitled to provide subsequent performance unless the Customer previously notified Poly-clip System in writing of the Customer's refusal to accept subsequent performance.
- 8.9 If Poly-clip System is responsible for a defect, the Customer can demand damages under the conditions specified in item 10 below. Item 10 shall apply accordingly to reimbursement of wasted expenses, which reimbursement the Customer can demand instead of damages in lieu of the service.
- 8.10 The statute of limitations for the Customer's statutory claims for warranty for defects shall be twelve (12) months after the transfer of risk. §§ 438 para. 1 no. 2, 479 para. 1 and 634a para. 1 no. 2 of Germany's Civil Code (BGB) shall remain unaffected. This shall not apply in the event of intent, gross negligence, harm to life or limb or health, a material breach of any contractual obligation, mandatory statutory liability norms including those specified in Germany's Product Liability Act (ProdHaftG), and non-compliance with a guarantee of quality. The statutory regulations regarding suspension of expiry, suspension, and recommencement of the deadlines shall remain unaffected.
- 8.11 Any recourse claims the Customer may have vis-à-vis Poly-clip System pursuant to § 478 of the BGB (entrepreneur's recourse) shall apply only to the extent the Customer has not entered into any agreements with its customer that exceed the statutory claims for defects. Item 10 below shall apply accordingly to the scope of the recourse claim the Customer may have vis-à-vis Poly-clip System under § 478 para. 2 of the BGB.

9 Confidentiality and Intellectual Property

- 9.1 The Customer shall be obligated to maintain strictly confidential any and all commercial, company, and/or technical information and/or objects that are not public knowledge and are disclosed to the Customer as part of the business relationship or otherwise become known to the Customer for five (5) years after gaining knowledge thereof and to not disclose such information to third parties and/or duplicate and/or use such information for purposes other than the purposes specified by Poly-clip System without Poly-clip System's prior consent. The Customer shall oblige its subcontractors accordingly.

- 9.2 Poly-clip System reserves unrestricted proprietary and copyright rights to the use of Poly-clip System's quotations, drawings, models, parts, templates, computations, descriptions, patterns, and other documents. These documents may not be disclosed to third parties without Poly-clip System's prior written consent and shall be returned to Poly-clip System without undue delay upon Poly-clip System's request.
- 9.3 Even after the warranty period expires, the Customer shall notify Poly-clip System without undue delay of third parties asserting breaches of proprietary rights as a result of a delivery or service provided.

10 Liability

- 10.1 Poly-clip System's liability for intent and gross negligence shall be unlimited. In addition, Poly-clip System's liability for damages from harm to life, limb, or health or for malicious omission of a defect and/or for breach of guaranteed quality features and as part of mandatory statutory regulations including the ProdHaftG shall be unlimited.
- 10.2 In the case of minor negligence, Poly-clip System's liability for damages for breach of material contractual obligations shall be limited to the damages typically foreseeable for Poly-clip System at the time the agreement was entered into or to the typically foreseeable expenses. Material contractual obligations are obligations that must be met to facilitate the proper execution of the agreement and on the meeting of which the Customer relies and can rely.
- 10.3 In the event of indirect or consequential damages resulting from defects in the goods delivered, the goods shall be replaced only if and when such damages can typically be expected if the goods delivered are used as intended.
- 10.4 No liability shall apply to damages resulting from repair work, changes, or other interventions or from the use of non-original Poly-clip System parts in repair work or for changes or other interventions the Customer carries out without Poly-clip System's consent.
- 10.5 Cases in which Poly-clip System's liability is excluded or limited also shall apply to the liability of Poly-clip System's employees, staff, workers, representatives, and agents.

11 Export Controls

- 11.1 Deliveries and services provided by Poly-clip System shall be subject to the proviso that the fulfillment of the agreement is not impeded by any national or international export control regulations. In the event of a delay in the execution of the agreement due to export control inspections or authorization procedures, deadlines and delivery dates shall be suspended. Poly-clip System shall be entitled to withdraw from the individual order and to terminate the delivery agreement without notice if and when such rescission or termination is required to comply with national or international export control regulations. The assertion of claims for damages or other rights by the Customer based on the aforementioned termination or delay shall be excluded.

- 11.2 The Customer undertakes to comply with national and international export control laws including, but not limited to, when passing goods on to third parties.
- 11.3 During the validity of international sanctions towards Russia, the following shall apply:
- 11.3.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any delivery or service supplied under or in connection with the respective agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
 - 11.3.2 The Customer shall undertake its best efforts to ensure that the purpose of paragraph 11.3.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
 - 11.3.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 11.3.1.
 - 11.3.4 Any violation of paragraphs 11.3.1, 11.3.2 or 11.3.3 shall constitute a material breach of an essential element of the respective agreement, and Poly-clip System shall be entitled to seek appropriate remedies, including, but not limited to:
 - 11.3.4.1 termination of the respective agreement without notice; and
 - 11.3.4.2 a reasonable penalty being determined by Poly-clip System and might become subject to review by a court in case of dispute, which in minimum amounts to of 20% of the total value net of the respective agreement or price of the deliveries and services exported, whichever is higher.
 - 11.3.5 The Customer shall immediately inform Poly-clip System about any problems in applying paragraphs 11.3.1, 11.3.2 or 11.3.3 including any relevant activities by third parties that could frustrate the purpose of paragraph 11.3.1. The Customer shall make available to Poly-clip System information concerning compliance with the obligations under paragraphs 11.3.1, 11.3.2 and 11.3.3 within two weeks of the simple request of such information.
- 11.4 While international sanctions against Belarus are in effect, the following shall apply:
- 11.4.1 The customer shall not sell, export, or re-export, directly or indirectly, any goods or services supplied under or in connection with the underlying contract that fall within the scope of Article 8g of Regulation (EC) No. 765/2006 to Belarus or for use in Belarus.
 - 11.4.2 The customer shall make every effort to ensure that the purpose of clauses 11.4. and 11.4.1 is not thwarted by third parties in the further trade chain, including possible resellers.
 - 11.4.3 The customer shall establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the further trade chain, including possible resellers, that would defeat the purpose of clause 11.4.1.
 - 11.4.4 Any breach of clauses 11.4.1, 11.4.2, or 11.4.3 constitutes a material breach of an essential element of the underlying contract, and Poly-clip System shall be entitled to take appropriate remedial measures, including, but not limited to: 11.4.4.1 termination of the underlying contract without notice; and/or 11.4.4.2 demanding a reasonable

contractual penalty to be determined by Poly-clip System and, in the event of a dispute, reviewed by the competent court, but in any case at least 20% of the total net value of the underlying contract or the price of the exported deliveries or services, whichever is higher.

- 11.4.4 Any breach of clauses 11.4.1, 11.4.2, or 11.4.3 constitutes a material breach of an essential element of the underlying contract, and Poly-clip System shall be entitled to take appropriate remedial measures, including, but not limited to: 11.4.4.1 termination of the underlying contract without notice; and/or 11.4.4.2 demanding a reasonable contractual penalty to be determined by Poly-clip System and, in the event of a dispute, reviewed by the competent court, but in any case at least 20% of the total net value of the underlying contract or the price of the exported deliveries or services, whichever is higher.

12 Final Provisions

- 12.1 Any and all side agreements and any and all deviations from and/or changes to these Terms and Conditions of Sale and Delivery shall be required to be made in writing to become effective. The same shall apply to this requirement of the written form.
- 12.2 Any and all agreements entered into by and between Poly-clip System and the Customer as well as the interpretation of these Terms and Conditions of Sale and Delivery shall be subject exclusively to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) and the provisions of private international law shall not apply.
- 12.3 The place of performance of any and all deliveries and services provided by Poly-clip System shall be Hattersheim am Main, Germany, unless specified otherwise in the order confirmation.
- 12.4 The venue for any and all disputes arising from or in connection with the business relationship between Poly-clip System and the Customer shall be Frankfurt am Main, Germany, exclusively. In addition, Poly-clip System reserves the right to sue the Customer at the Customer's general venue.
- 12.5 If a provision in these Terms and Conditions of Sale and Delivery is or becomes invalid or unenforceable, the remainder of the provisions in these Terms and Conditions of Sale and Delivery shall remain unaffected. Poly-clip System and the Customer undertake to replace any invalid or unenforceable provision with a valid and enforceable provision, the economic success and purpose of which comes as close as possible to that of the invalid or unenforceable provision. The same shall apply to gaps in these Terms and Conditions of Sale and Delivery.

Dated October 2024