

General Terms and Conditions of Sale (GTCS) - ViscoTec Pumpen- u. Dosiertechnik GmbH

1. Scope of application, form

(a) These GTCS apply exclusively to business transactions with our customers that are a tradesperson in a commercial or professionally independent capacity (concept of “*Unternehmer*”) within the meaning of Section 14 of the German Civil Code (“*BGB*”), an association, a foundation, a legal entity under public law or a special fund under public law (the individual contracting party hereinafter referred to as the “Customer”).

(b) The GTCS apply in particular to contracts for the sale and/or delivery of movable Goods (“Goods”), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§ 433, 650 *BGB*). Unless otherwise agreed, the GTCS in the version valid at the time of the Customer's order or, in any case, in the version last communicated to it in written or electronic form shall also apply as a master agreement for similar future contracts, without us having to refer to them again in each individual case. Amendments hereto shall be communicated in the same form as these GTCS.

(c) Our GTCS shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and to the extent expressly agreed by us as binding. This requirement of consent shall apply in any case, for example even if we, being aware of the Customer's general terms and conditions of business and purchase, carry out the delivery to the Customer without reservation.

(d) Individual agreements made with the Customer in individual cases (including collateral agreements, supplements and amendments) shall, in any case, take precedence over these GTCS. Subject to proof to the contrary, a written contract or, if applicable, our written confirmation shall be authoritative for the contents of such agreements. “Written” in these GTCS shall mean in written form and in text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubt about the legitimacy of the declarant, shall remain unaffected hereof.

(e) References to the applicability of statutory provisions are for clarification purposes only. Hence, even without such clarification, statutory provisions apply to the extent that they are not directly amended or expressly excluded in these GTCS.

2. Conclusion of contract. Contents of contract

(a) Our offers are subject to change and non-binding. The same shall apply to elements of the offer that can be changed individually, such as prices and delivery times, and also where we have provided the Customer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), other product descriptions or documents, including those provided in electronic form.

(b) Customer orders shall only be deemed accepted upon our written confirmation issued within 7 working days or our dispatch of the Goods. Where we expressly

indicate an offer to be binding within a specified acceptance period, a contract will be concluded only upon the Customer's express acceptance during such acceptance period. We are no longer bound by our offer after this period has expired. Thereupon, the Customer's acceptance constitutes an offer which we may accept through our written confirmation.

(c) Oral collateral agreements, representations, contract amendments or supplements to the written contract, the order confirmation or to these terms and conditions can only be effectively agreed by our managing directors or staff specifically authorised in writing. If such agreements are made between the Customer and non-authorised staff, they shall become binding upon our written confirmation.

(d) Documents pertaining to the offer, such as illustrations, drawings, weights and dimensions, power consumption and performance data, are only approximate unless expressly designated as binding.

3. Scope of delivery and preparatory work

(a) Our written order confirmation shall be binding for the scope of delivery. However, we reserve the right to make technical modifications that deviate from the order confirmation, provided that such modifications do not impair the suitability for the intended purpose .

(b) Protective devices, safety devices and other devices based on statutory regulations or official requirements shall only be supplied to the extent that this has been expressly agreed. In any case, even where we have agreed to carry out installation and commissioning at a fixed price, delivery does specifically not include, without limitation: earthworks and masonry work, lifting equipment, scaffolding, roof flashings, materials and installation work, connection of heating, gas, fresh water, sewage and electricity, installation of oil and gas burners, fire extinguishing and electrostatic systems, etc.

(c) The Customer shall be responsible that preparatory work is provided in good time, including unpacking delivery items.

4. Delivery. Transfer of risk and receipt of Goods

(a) Delivery shall be ex works without loading.

(b) In the event of collection by the Customer, the risk shall pass to the Customer when the parts of the delivery are made available, and in the event of dispatch, when the parts of the delivery are handed over to the carrier, the forwarding agent or the person or institution otherwise designated to carry out the dispatch, even if we have agreed to assume other performance such as dispatch costs or delivery and installation.

(c) If no special agreement has been made, dispatch of delivery items is carried out on behalf of the Customer, at its own expense and risk. Unless otherwise agreed, we are entitled to determine the type of dispatch (in particular transport company, dispatch route, packaging) ourselves.

(d) If so requested by the Customer, we shall insure the consignment against theft, breakage, transport, fire and water damage and other insurable risks on the Customer's behalf and at the Customer's expense.

(e) If dispatch is delayed due to circumstances for which we cannot be held responsible, the risk shall pass to the Customer upon receipt of our notification of readiness for dispatch. Provided that an acceptance procedure has been agreed, this shall govern the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly to the agreed acceptance. If the Customer culpably fails to take delivery of the Goods, this shall be deemed equivalent to their handover or acceptance.

5. Delivery period

(a) The delivery period shall be agreed individually or specified by us upon acceptance of the order. If this is not the case, the delivery period is approx. 4 weeks. Our delivery period shall only commence upon receipt of our order confirmation, however not prior to the provision of the documents, authorisations, releases to be procured by the Customer and receipt of an agreed payment, guarantee, etc. Adherence to the delivery period is subject to Customer's prior fulfilment of its contractual obligations. The delivery period shall be deemed observed when, by the time it expires, the delivery item has left the works or readiness for dispatch has been notified.

(b) The delivery period is extended appropriately in the event of unforeseen impediments that we could not avert despite exercising reasonable care in the circumstances of the case, e.g. unforeseeable operational disruptions, strike, lockout, unavoidable energy and raw material shortage, regardless of whether these circumstances occur in our works or at our subcontractors'. We cannot be held responsible for the aforementioned circumstances even if they occur during an already existing event of default. We shall inform the Customer as soon as reasonably practicable of the occurrence and expected duration of such disruptions. The delivery period shall be extended by a reasonable period depending on the circumstances. Insofar as the fulfilment of the contract becomes impossible or economically unreasonable for our Customer or for us as a result of these circumstances, either party may withdraw from the contract in whole or in part. If we exercise our right of cancellation, we will inform the Customer as soon as reasonably practicable after having realised the consequences of the event, even where an extension of the delivery period had initially been agreed with the Customer.

6. Default in delivery. Storage costs in the event of default in taking delivery

(a) The point in time when we are in default of delivery is determined by the statutory provisions. In any case, however, this requires a formal reminder from the Customer.

(b) If the Customer is in default in taking delivery, fails to co-operate or if our delivery is delayed for other reasons for which the Customer is responsible, the Customer shall be charged the costs incurred for storage, starting one month after notification of readiness for dispatch, but at least 1/2 per cent of the invoice amount for each month

if the Goods are stored in our works, but no more than 5% of the invoice amount in total if the Customer collects the Goods late and no more than 10 % of the invoice amount in the event of definitive failure to take delivery. Our right to prove more extensive damage and assert statutory claims (including but not limited to the compensation for extra expenses, reasonable compensation, termination) remains unaffected; however, the lump sum shall be credited towards further monetary claims. The Customer is entitled to prove that we have suffered no loss at all or only a significantly lower loss than the above lump sum. However, we shall be entitled to dispose of the delivery item upon unsuccessful expiry of a reasonable grace period set and then provide delivery to the Customer within a reasonably extended period. We will inform the Customer of this process as soon as reasonably practicable.

7. Prices and payment

(a) Prices are ex works, excluding packaging. The Customer shall be invoiced for the transport costs actually incurred. Any custom duties, fees, taxes or other public charges shall be borne by the Customer. Packaging material will only be taken back if the Customer pays the return costs. In Germany, the agreed prices shall be subject to the addition of VAT at the then applicable rate.

(b) Our invoices are due for payment immediately without deduction. Payment terms stated on the invoice do not postpone the due date. The Customer shall be in default upon expiry of the above payment period. During periods of default, interest will be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim additional damages due to default in payment. Our claim to commercial interest from the due date (§ 353 of the German Commercial Code ("*HGB*") remains unaffected.

(c) After conclusion of the contract and prior to delivery of the Goods, we shall be entitled, at our discretion, to demand from the Customer concurrent performance ("*pari passu*") or an appropriate security deposit if we subsequently become aware that the Customer's creditworthiness had already been in doubt at the time of conclusion of the contract and these doubts have persisted until the time of delivery. If the Customer refuses to provide concurrent performance or the required security, we shall be entitled to withdraw from the contract in whole or in part. This also applies in the event of a statutory change of debtor if there are justified doubts about the creditworthiness of the new debtor. The Customer is not entitled to declare that it is setting off any of its claims against our claims unless the Customer's counterclaims have been expressly recognised by us or have been declared final and absolute.

8. Retention of title. Current account

(a) The delivery item remains our property until all claims arising from the business relationship have been settled, including future claims and those arising from contracts concluded concurrently or at a later date, including any receivables from current account owed by the Customer at present or in the future ("Reserved Goods").

(b) Until such time as ownership is transferred, the Customer shall treat the Reserved Goods with care and insure them at its own expense and for our benefit against fire and water damage and theft, at replacement value, and, upon request, provide proof that insurance has been taken out. Any claims against the insurer arising from this contract with regard to the Goods delivered subject to retention of title ("Reserved Goods") shall be deemed assigned to us. We herewith accept the assignment.

(c) Any maintenance and inspection work that becomes necessary must be carried out by the Customer in good time and at its own expense.

(d) The Customer is entitled to resell the Reserved Goods in the ordinary course of business as long as it is not in default of payment. In the event of resale and processing, the Customer shall reserve the right of ownership vis-à-vis the third party. The Customer hereby assigns to us any claims arising from such legal transaction(s) in the amount of our invoice value, including any ancillary rights, accruing from the resale against the buyer or third parties, regardless of whether Reserved Goods are resold without or after processing. We herewith accept the assignment. Such claims may be collected not only by us but also by the Customer until further notice of revocation which we may give any time. We undertake not to collect claims for as long as the Customer duly fulfils its payment obligations and its solvency remains intact. Upon request, the Customer must inform its buyers of the assignment, provide us with the information required to assert our rights against the buyers, and hand over the necessary documents. In this event, we are further entitled to revoke the Customer's authorisation to resell and process Reserved Goods.

(e) Processing and treatment of the Reserved Goods shall be carried out for us as the "manufacturer" pursuant to § 950 BGB without any commitment on our part. Processed Goods are deemed to be Reserved Goods within the meaning of these terms and conditions. If Reserved Goods are processed or amalgamated with other items not belonging to us, we shall acquire co-ownership in the new item in proportion to the invoice value of the Reserved Goods to the other items used as of the time of processing or amalgamation. The co-ownership rights thus created shall be deemed vested in the Reserved Goods. If our Goods are combined or amalgamated with other movable items to form a new thing and if the other item is to be regarded as the main item, it is agreed that the Customer shall transfer co-ownership to us on a pro-rata basis when it is the owner of the main item. We hereby accept this transfer. Furthermore, the same rules shall apply to the item created by processing, combining and amalgamating as to the Reserved Goods. If the Reserved Goods are built into the property of a third party or otherwise, the Customer shall in each case assign to us in advance that portion of the Customer's first-ranking claim for compensation for work or services or for other legal reasons corresponding to the amount of the invoice value of the reserved Goods. We herewith accept the assignment.

(f) If the value of the securities existing for us exceeds our claim by more than 10% in total, we shall be obliged to release securities of our choice at the request of the Customer or a third party affected by the excess security.

(g) The Customer may neither pledge the delivery item nor assign it as security. The Customer must inform us as soon as soon as reasonably practicable in the event of seizure, confiscation or other dispositions by third parties.

(h) In the event of a breach of important contractual duties, in particular in the event of default in payment, we shall be entitled to take back the Goods upon unsuccessful expiry of a reasonable grace period set or warning given. Taking back, requesting the return or seizure of Reserved Goods entails a cancellation of the contract and obliges the Customer to surrender the Reserved Goods. For this purpose, the Customer must irrevocably authorise us or one of our representatives to enter the premises where the Reserved Goods are located. Until they are handed over, the Customer shall store the Goods we own or co-own separately from other items, mark them as owned (co-owned) by us, refrain from disposing of them in any way and provide us with a list of the items owned (co-owned). After taking back the Goods, we are entitled to sell them on the open market or have them auctioned off without setting a prior deadline. The Reserved Goods are taken back at the proceeds realized less the liquidation costs, however no more than the agreed delivery prices. Further claims for damages, in particular loss of profit, remain unaffected.

9. Warranty

(a) The Customer must carefully inspect the delivery item as soon as reasonably practicable upon receipt and notify us in writing of any defects if and when recognisable. In the case of building materials and other Goods intended for installation or other processing, an inspection must always be carried out immediately prior to processing. If the Customer fails to carry out a proper inspection and/or report defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded as provided for by law. In the case of Goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after such processing as a result of the breach of one of these duties; in this case the Customer shall, in particular, have no claims for reimbursement of such costs ("(Dis)assembly Costs").

(b) The Customer's rights in the event of material defects and defects of title (including incorrect and short delivery or improper assembly/installation or defective instructions) shall be as provided for by law unless agreed otherwise below. In all cases, the statutory provisions on the sale of consumer goods (§§ 474 et seqq. of *BGB*) and the rights of the Customer arising from guarantees granted individually, in particular on the part of the manufacturer, remain unaffected.

(c) The basis for our liability for defects is, first and foremost, the mutual agreement on the specific quality and the presupposed use of the Goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were made public by us (in particular in catalogues or on our Internet website) at the time of conclusion of the contract shall be deemed to constitute a 'specific quality agreement' ("*Beschaffensvereinbarung*" under German law). If no specific quality has been agreed, the question of whether a

defect is present or not falls to be judged by reference to the law (§ 434 para. 3 *BGB*). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the labelling of the Goods, take precedence over statements made by other third parties. In the case of Goods with digital elements or other digital content, we shall only be obliged to provide and, if applicable, update the digital content to the extent that this expressly results from a 'specific quality agreement' in accordance with the above sentences. In this respect, we accept no liability for public statements made by the manufacturer or other third parties.

(d) As a rule, we shall not be liable for defects which the Buyer is aware of or acts grossly negligent in not being aware of when the contract is concluded.

(e) If a notification of defect is justified, we shall have the right, at our option, to rectify the defect or provide a replacement free of charge within a reasonable period of time. If the type of 'subsequent performance' (concept of '*Nacherfüllung*' under German law) chosen by us is unreasonable for the Customer in the individual case, the Customer may reject it. Our right to refuse subsequent performance remains unaffected if the statutory conditions apply.

(f) We have the right to make subsequent performance dependent on the Customer paying the purchase price due. However, the Customer is entitled to retain a reasonable part of the purchase price in proportion to the defect. The Customer must give us the time and opportunity required for subsequent performance owed, and in particular hand us over rejected Goods for inspection. In the event of a replacement delivery, the Customer must return the defective item to us as provided for by law. Subsequent performance neither includes disassembly, removal, or de-installation of the defective item, nor assembly, fitting or re-installation if these services were outside the scope of our original obligations. Only in case of an emergency putting at risk the operational safety and/or to prevent disproportionately severe damage, in which case we must be notified immediately, or if we are in default with respect to remedying the defect, shall the Customer have the right to remove the defect or have it removed by a specialist third party and claim reimbursement of the necessary costs incurred.

(g) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs (not: (Dis-)Assembly Costs), as provided for by law and these GTCS, if a defect actually exists. However, if a Customer's request to rectify a defect proves to be unjustified, we may demand reimbursement of the costs incurred from the Customer if the Customer has recognised or negligently failed to recognise that the purchased item is not defective, but that the cause lies in its own sphere of responsibility.

(h) Modifications and/or maintenance work carried out improperly by the Customer or third parties on the Goods shall render our liability null and void for any consequences arising therefrom. We may refuse to rectify defects as long as the Customer itself violates contractual obligations or fails to fulfil them in breach of the contract. The Customer is obliged to provide construction-related services for the repair or

replacement delivery to the same extent as for the main order. Replaced parts become our property.

(i) The Customer has the right to withdraw from the contract or to demand a reduction in the purchase price if the attempts at subsequent performance have failed twice or if we positively and finally refuse subsequent performance despite the Customer's granting us a reasonably long deadline for subsequent performance. In the event of cancellation, we may demand compensation for use from the Customer pursuant to §§ 346, 347 *BGB*. However, there is no right of cancellation in the event of an insignificant defect.

(j) Our warranty obligation is inapplicable in the event of unsuitable or improper use, and also in the event of defects attributable to faulty assembly or commissioning by the Customer or third parties not authorised by us. We likewise provide no warranty in cases of natural wear and tear, incorrect or negligent handling, in particular excessive stress, the use of unsuitable operating materials and replacement materials, and also in cases of changes to the filling material, its composition or its manufacturer's source, or if the filling material is not free of air and gas bubbles in the material supply system. Warranty is also excluded in the event of defective construction not carried out by us, unsuitable building ground, chemical, electrochemical or electrical influences, to the extent that they are not attributable to our fault. Claims by the Customer for reimbursement of expenses pursuant to § 445a (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 (5), 327u *BGB*). Claims of the Customer for damages or reimbursement of useless expenditure (§ 284 *BGB*) shall arise, even in the case of defective Goods, exclusively in accordance with the provisions of clause 11 of these GTCS.

10. Statute of Limitation

Deviating from § 438 para. 1 No. 3 *BGB*, the general limitation period for claims based on material defects and defects in title is one year from delivery. If an acceptance procedure has been agreed, the limitation period shall commence upon acceptance. However, if the Goods are a building or an item that has been used for a building in accordance with its normal type of use and has caused its defectiveness (building material), the limitation period is 5 years from delivery as provided for by law (§ 438 para. 1 No. 2 *BGB*). Further special statutory provisions on the statute of limitations (in particular § 438 para. 1 No. 1, 76 para. 3, §§ 444, 445b77 *BGB*) also remain unaffected hereby. The above limitation periods from sales law also apply to contractual and non-contractual claims for damages of the Customer that are based on a defect in the Goods, unless application of the regular statutory limitation (§§ 195, 199 *BGB*) were to result in a shorter period of limitation in a specific case. The limitation periods stipulated in the German Product Liability Act remain unaffected in any case.

11. Liability

(a) Unless provided otherwise in these GTCS, including the following provisions, we shall be liable for non-adherence to contractual or non-contractual duties as provided for by the relevant statutory provisions.

(b) We shall be liable for damages - regardless of the legal basis - in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable (a) for damage resulting from injury to life, limb or health, (b) for damage based on breach of a material contractual duty (i.e. a duty the fulfilment of which is indispensable for the proper performance of the contract and which the other party usually relies on and can reasonably expect to be fulfilled); in that case, however, our liability shall be limited to compensation of foreseeable damage that may typically occur.

(c) The limitations of liability set out in this clause shall also apply to third parties and in the event of breaches of duty by persons (including in their favour) whose fault we are responsible for as provided for by statutory provisions. The limitations of liability resulting from this clause shall not apply to the extent that we have fraudulently concealed a defect or have assumed a guarantee for a specific quality of the Goods. The same applies to claims by the Customer under the German Product Liability Act.

(d) The Customer may only withdraw from or terminate the contract due to a breach of duty unrelated to a defect if we are responsible for such breach of duty. A free right of cancellation of the Customer (in particular pursuant to §§ 651, 649 *BGB*) is excluded. In all other respects, the statutory prerequisites and legal consequences apply.

(e) In the event of a claim arising from liability for defects in accordance with clause 9 or due to a breach of duty in accordance with the above provisions in clause 11, contributory negligence on the part of the Customer shall be taken into account appropriately. A change in the burden of proof to the detriment of the Customer does not ensue from the above provisions.

12. Contract documents. Property rights

We reserve the right of ownership and copyright to all contractual documents. The Customer may not reproduce the documents or make them accessible to third parties without our consent, even if we have not labelled the documents as confidential. This also applies to patentable inventions and utility models, etc., even if they have not been applied for yet. Reproduction of our products is only permitted upon written consent of the management. We undertake to make plans designated as confidential by the Customer accessible to third parties only with the Customer's consent.

13. "No-Russia clause"

(a) The Customer may not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Goods purchased from us that are covered by Article 12g of Regulation (EU) No 833/2014, as last amended by COUNCIL REGULATION (EU) 2024/1745 of 24 June 2024.

(b) The Customer must do its best to ensure that the purpose of paragraph (a) is not frustrated by third parties in the commercial chain, in particular by potential resellers.

(c) The Customer must establish and maintain an adequate monitoring mechanism to detect third party behaviour further down the chain, including the behaviour of potential resellers, that defeats the purpose of paragraph (a).

(d) Any breach of paragraphs (a), (b) or (c) shall constitute a material breach of the contractual agreement entered into by us and the Customer. In the event of a breach by the Customer, we are entitled to take appropriate remedial action. Such remedies include, but are not limited to:

- cancellation without notice of the contract between us and the Customer and
- a penalty of 5% of the total value of the contractual agreement or the exported price of the Goods, whichever is higher.

Claims for damages by the Customer due to cancellation in accordance with this paragraph are excluded.

The Customer shall indemnify us against all costs or other damage (in particular third-party claims, fines, immaterial damage) arising from the Customer's non-compliance with paragraphs (a), (b) and (c), unless the Customer proves that it is not responsible for the breach.

The contract penalty shall be set off against claims for damages.

(e) The Customer shall inform us as soon as reasonably practicable of any issues related to the application of paragraphs (a), (b) or (c). This duty to provide information also applies to all relevant activities of third parties that could frustrate the purpose of paragraph (a). The Customer shall provide us with the information relating to compliance with the obligations under paragraphs (a), (b) and (c) within two weeks of our simple request for this information.

14. Place of fulfilment. Place of jurisdiction. Applicable law

If the Customer is a business person within the meaning of the German Commercial Code (*HGB*), a legal entity under public law or a special fund under public law, it is hereby agreed that the place of fulfilment and place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Töging, Germany. However, we are also entitled to bring an action against the Customer at the place of their main office. Legal relations with our Customers shall be governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

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