

General Terms and Conditions of Business

(as of September 3, 2026)

1. Preamble

These **General Terms and Conditions of Business** apply exclusively to every order placed for our products and any other utilization of the Seller's services. The Buyer's regulations that are contrary to or vary from our General Terms and Conditions of Business shall be rejected, and do not apply. Amending the General Terms and Conditions of Business shall be subject to prior, written, approval by the Seller. The General Terms and Conditions of Business also apply in the case confirmation issued verbally or by telephone.

The Seller may correct any errors in sales brochures, price lists, offer documents or other documentation, made available by the Seller, which result from mistakes. The Buyer is to be notified in such cases. If the Buyer cannot reasonably be expected to execute the contract under the corrected terms and conditions, the Buyer shall have the right to withdraw from the contract within 14 days.

2. Order and offer documents

Orders submitted by the Buyer shall only be considered accepted by the Seller if they are accepted in writing by the Seller, or its representative, within 21 days of submission.

The quantity, quality and description of the goods, as well as any specifications, shall correspond to the Seller's offer (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller). All sales documents, specifications and price lists are to be treated as strictly confidential and may not be disclosed to third-parties. The Buyer is responsible for the accuracy of the order and undertakes to make available to the Seller any necessary information regarding the ordered goods within a reasonable time so that the order can be executed in accordance with the contract.

The Buyer shall only be entitled to cancel, terminate or rescind the contract if a legal basis for such action applies. There is no further-reaching right of unconditional revocation or cancellation.

If the Seller is required to manufacture the goods or otherwise process or treat them, and the Buyer has made specifications available for this purpose, the Buyer shall indemnify the Seller against any loss, damage, costs or other expenses of the Seller that the Seller is required to pay or is willing to pay because the contractual processing or modification of the goods, based on the Buyer's specifications, has been found to infringe upon a third-party's patent, copyright, trademark or other intellectual property right.

The Seller reserves the right to adjust the description of the goods with respect to the specifications to comply with legal requirements, provided that such changes do not impair the quality and usability of the orders.

3. Purchase price

The purchase price is the price stated by the Seller, or, in cases in which no specific price has been stated, the price set out in the Seller's current price lists that are valid at the time the order is placed.

The Seller reserves the right to adjust the price of the goods after notifying the Buyer in good time and prior to delivery of the goods. This may be necessary due to general price developments beyond the parties' control (such as exchange rate fluctuations, currency regulations, changes in customs duties, or a significant increase in material or manufacturing costs) or due to changes in delivery conditions or failure to meet the minimum purchase quantities specified in the currently valid price lists. In that respect, the goods price will be adjusted to reflect actual market developments. Price adjustments may be made in either direction. Changes in market conditions will be taken into account equally for both price increases and price decreases. Unless otherwise specified in the offer or in the currently valid price lists, or agreed in writing by the Seller and the Buyer, all prices stated by the Seller apply "Ex Works Incoterms 2020." Insofar as the Seller is willing to deliver the goods to other locations, the Buyer shall bear the transportation, packaging and insurance costs.

Prices exclude the applicable statutory value-added tax, which the Buyer must additionally pay to the Seller.

If the conditions for a sales tax exemption are met (e.g., intra-EU trade), the Buyer shall not be liable to pay sales tax, unless the Buyer fails to provide their sales tax identification number in the order or fails to provide the documentation required to furnish proof of the sales tax exemption. In such cases, the Seller shall nevertheless be entitled to charge the sales tax. If sales tax is subsequently imposed in an invoice by the tax authorities, the Buyer undertakes to fully indemnify the Seller in this regard or to pay the sales tax to the Seller retroactively.

4. Terms and conditions of payment

The Buyer is to pay the purchase price by bank transfer within 30 days of the invoice date, without any deductions.

If the Buyer fails to meet their payment obligation by the due date, the Seller may – without waiving any other rights or claims to which they are entitled – at their discretion:

- Terminate the contract or suspend further deliveries to the Buyer following a prior, unsuccessful, demand for payment, and/or

- Charge the Buyer interest on the unpaid amount at a rate of 9 percentage points above the applicable base interest rate until payment has been finally made and in

full. The Seller is expressly entitled to further claims resulting from Section 288 (5) BGB (German Civil Code).

Setting-off against the Buyer's counterclaims or the withholding of payments due to such claims shall only be permitted insofar as the counterclaims are undisputed, have become res judicata or arise from the same order under which the affected delivery was made.

5. Goods delivery

Delivery shall apply ex works, which is also the place of performance for the delivery and any subsequent performance. At the Buyer's request and cost, the goods shall be shipped to another place of destination (sales shipment). In the absence of agreements to the contrary, the Seller shall be entitled to determine the type of shipping (in particular transport company, shipping route).

Goods shall be delivered such that the Buyer accepts the goods at the Seller's respective loading location during the Seller's normal business hours as soon as the Seller has notified the Buyer that the goods are ready for collection, or, if a different delivery location has been agreed with the Seller, by delivery of the goods to that location.

Deliveries that include variations in dimensions, weight, and quantity as part of customary commercial tolerances, relevant DIN standards and manufacturing requirements must be accepted by the Buyer and accepted at the agreed unit price, provided that such variations do not unreasonably impair the Buyer, do not affect the usability of the goods and are necessitated by important operational requirements.

Proposed delivery dates are at all times approximate unless a fixed date has been agreed. If a specific delivery date is agreed in the contract, the Seller shall be entitled to postpone this date once by up to four weeks by notifying the Buyer in writing at the latest three weeks before the specific delivery date.

If the Seller fails to deliver on time, the Buyer must set the Seller a written, additional, period in writing, after which the Buyer may terminate the contract. The Buyer may only claim damages for non-performance if the delay in delivery was due to intent or gross negligence, or if the Seller breached a material contractual obligation through (simple) negligence.

Delivery is subject to timely and proper supply by the Seller's suppliers. The Seller reserves the right to withdraw from the contract in the event of non-availability of the goods attributable to non-delivery.

If the Buyer defaults in acceptance, fails to collaborate or if the delivery is delayed for reasons that are the Buyer's responsibility, the Seller shall be entitled to request compensation for the resulting damage, including additional expenses (e.g., warehouse costs). If the Buyer is in default of acceptance on the due date, the Buyer must nevertheless pay the purchase price. In such cases, the Seller will store the goods at the Buyer's risk and cost. At the Buyer's request, the Seller shall insure the goods at the Buyer's expense.

If the Buyer resells the goods, the Buyer shall, at its own responsibility, comply with all applicable export restrictions, customs regulations, and other governmental requirements, and hereby expressly indemnifies the Seller in full against any claims resulting from a violation of such regulations.

The Seller shall not be liable for the impossibility of delivery or delays in delivery to the extent that these are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of any kind, difficulties in procuring materials, transportation delays, strikes, governmental measure, or the failure of suppliers to deliver, or to deliver correctly or on time), for which the Seller is not responsible or which the Seller could not have prevented even if it had exercised the due care required in such a situation. In the event of temporary hindrances, the delivery or performance dates shall be extended or postponed by the hindrance period plus a reasonable starting period.

6. Passing of risk

The risk of accidental loss of and accidental deterioration in the goods shall pass to the Buyer as follows:

- Insofar as the goods are not delivered at one of the Seller's loading locations, at the time of handover or, if the Buyer is in default of acceptance, at the time the Seller offers handover,

- Insofar as the goods are delivered at one of the Seller's loading locations (ex works Incoterms 2020), at the time the Seller informs the Buyer that the goods are ready for collection.

7. Reservation of title

The reservation of title agreed below is aimed at securing all the Seller's current and future claims against the Buyer resulting from the supply relationship between the contracting parties (including balance claims resulting from a current account relationship limited to this supply relationship).

The goods delivered by the Seller to the Buyer remain the property of the Seller until all secured claims have been paid in full. The goods, and the goods that take their place in accordance with the following provisions subject to the reservation of title, are hereinafter referred to as the **"Reserved Goods."**

The Buyer shall keep the Reserved Goods in safe custody on behalf of the Seller free of charge.

The Buyer is entitled to process and sell the Reserved Goods up until occurrence of a utilization case in the ordinary course of business. Pledges and transfers of ownership by way of security are not permitted.

If the Reserved Goods are processed by the Buyer, it is agreed that the processing shall apply in the name and on account of the Seller in the capacity of manufacturer, and the Seller shall directly acquire ownership or joint ownership (fractional ownership) - if the processing applies based on substances of several owners or the value of the processed item is higher than the value of the Reserved Goods - of the newly created item in the proportion of the value of the Reserved Goods (net invoice value) to the value of the newly created item. In the event that the Seller should not acquire such ownership, the Buyer assigns to the Seller at this point in time as security its future ownership or, in the aforementioned proportion, joint ownership of the newly created item. If the Reserved Goods are linked to or inseparably mixed with a uniform item, and if one of the items is to be regarded as the principal item such that the Seller or the Buyer acquires sole ownership, the Party in possession of the principal item assigns to the other Party proportionate ownership of the uniform item in the proportion stated in sentence 1.

In the event of resale of the Reserved Goods, the Buyer assigns at this point in time to the Seller as security the resulting claim against the Buyer – in the case of co-ownership on the part of the Seller of the Reserved Goods on a pro rata basis in line with the co-ownership share. The same applies to other claims that take the place of the Reserved Goods or are otherwise made in respect of the Reserved Goods such as insurance claims or claims resulting from unlawful acts in the case of loss or destruction. The Seller authorizes the Buyer, whereby such authorization may be revoked, to collect the claims assigned to the Seller in the Buyer's own name. Seller may only object to such a direct debit authorization in the event of utilization.

If third-parties intervene in the Reserved Goods, particularly by way of pledging, the Buyer shall refer to ownership on the part of the Seller without delay and inform the Seller in that respect to enable it to assert its ownership rights. Insofar as the third-party is not in a position to reimburse the Seller for the court or out-of-court costs that arise in this respect, the Buyer shall be liable in that respect to the Seller.

The Seller shall release the Reserved Goods or the items that take their place or receivables, provided the value of the secured claims is exceeded by more than 50%. Selecting the items to be released on that basis shall apply at the Seller's discretion.

If the Seller withdraws from the contract in the case of conduct in breach of contract on the part of the Buyer, in particular default in payment (utilization case), the Seller shall be entitled to demand that the Reserved Goods be returned.

8. Warranty, material defect

The warranty period runs for one year from delivery or, provided acceptance is required, from acceptance. This period does not apply to the Buyer's claims for damages resulting from the loss of life, physical injury or detrimental effects on health or from intentional or gross negligent violations of obligations by the Supplier or its vicarious agents, which in each case shall fall under the statute of limitations in accordance with the statutory requirements.

Section 377 HGB (German Commercial Code) applies to the obligation to inspect and provide notification of defects. The delivered items are to be inspected with due care without delay following delivery to the Buyer, or the third-parties determined by the Buyer, insofar as this expedient in the ordinary course of business. The parties specify the requirement of taking action without culpable delay within the meaning of Section 377 (1) HGB such that an inspection and notification of defects within seven (7) business days shall be deemed to have been made without culpable delay. If such a defect is discovered, the Buyer is to notify the Seller in writing without culpable delay, at the latest, however, seven (7) business days after identification (Section 377 (3) HGB). Otherwise, the goods shall be deemed to have been accepted irrespective of such a defect. If the defect was already apparent at an earlier time under normal use, that earlier time shall be authoritative in respect of the start of the notification period. If the Buyer fails to provide notification, the goods shall be deemed accepted even in light of such a defect (Section 377(2) HGB), unless the defect was not identifiable during inspection. Providing notification of a defect in good time shall be deemed sufficient to observe the period (Section 377 (4) HGB). At the Seller's request, a delivery item about which a complaint has been made is to be returned freight-free to the Seller. In the case of justified notification of defects, the Seller shall reimburse the cost of the most cost-effective shipping route. This does not apply provided the costs increase because the delivery item is at a location other than the location at which use has been agreed. If the Seller asks the Buyer to return the goods following notification of a defect, the Buyer undertakes to complete the return shipping form (available at www.wikus.de in the "Download" section), forward it to the Seller in advance and include it with the shipping documents. If the return form is not sent to the Seller, enclosed with the shipping documents, and clearly attached to the goods, and if this renders allocating the returned goods difficult or impossible, the Buyer must bear any resulting costs. In addition, the burden of proof lies with the Buyer. If the Buyer fails to properly pack the goods so that they will not be damaged during the return shipment, the Buyer must bear the cost of any resulting damage. Taking back any kind of custom-made items is excluded.

In the case of material defects affecting the supplied items, the Seller undertakes, and is entitled, to initially provide subsequent improvement or replacement at its discretion within a reasonable period. In the event of failure, i.e., the impossibility, unacceptability, refusal or inappropriate delay of the subsequent improvement or replacement, the Buyer may withdraw from the contract or appropriately reduce the purchase price.

If the defect is attributable to culpability on the part of the Seller, the Buyer may claim for damages in accordance with the certain preconditions set out in sub-section 9.

The warranty shall be inapplicable if the Buyer alters the delivery item or makes arrangements for third-parties to alter it without approval by the Seller, and rectifying the defect is impossible or is hampered to an unacceptable extent as a result of such alteration. In any case, the Buyer shall bear the additional cost of rectifying the defect caused by such an alteration.

Delivery of used items agreed with the Buyer in an individual case shall apply by way of exclusion of any warranty for material defects.

9. Liability

The Seller shall be liable without restrictions for damages resulting from loss of life, physical injury or detrimental effects on health caused by a violation of an obligation on the part of the Seller, a legal representative or a vicarious agent of the Seller, as well as for damages caused by the absence of a characteristic warranted by the Seller or by fraudulent conduct on the part of the Seller. Furthermore, the Seller shall be liable for damages caused intentionally or through gross negligence by the Seller, one of its legal representatives or vicarious agents. Except in cases of intent and gross negligence, and in the case of providing a guarantee, the Seller shall not be liable for consequential damages, such as additional expenses, the loss of expected profits or lost savings. This does not affect liability in accordance with the German Product Liability Act.

In the event of a breach of material contractual obligations caused by slight negligence, the Seller's liability, other than the aforementioned cases, shall be limited in terms of amount to the foreseeable damage typical for this type of contract. In abstract terms, key contractual obligations are those obligations the fulfillment of which is essential for the proper execution of a contract and on the compliance of which the contracting parties may regularly rely.

Claims resulting from material defects and/or defects of title are subject to a statute of limitations of one year from delivery. Insofar as acceptance has been agreed, the statute of limitations shall begin upon acceptance.

Claims resulting from the contractual violation of an obligation against the Seller fall under the statute of limitations one (1) year from the commencement of the statutory limitation period. This does not apply to claims based on intentional or grossly negligent conduct on the part of the Seller or in cases in which the damage entails the loss of life, physical injury or detrimental effects on health. In other respects, liability on the part of the Seller is excluded.

10. Additional provisions

The Seller is entitled to modify and improve the goods without the necessity of informing the Buyer in advance, provided that the modification, or improvement, does not permanently impair or degrade either the form or function of the goods. These terms and conditions of delivery replace all other agreements previously concluded by the contracting parties in writing or orally, which become invalid once these terms and conditions of delivery are made available. These General Terms and Conditions are not to be made available to any third-party without the written consent of the other contracting parties. The Seller shall comply with German statutory provisions in respect of the minimum wage.

11. Amending the General Terms and Conditions of Business

The Seller reserves the right to amend these General Terms and Conditions of Business at any time without stating reasons for such action, unless this is unreasonable for the Buyer. The Seller shall notify the Buyer in good time of any amendments to the General Terms and Conditions of Business. If the Buyer does not object to the validity of the new General Terms and Conditions Business within six (6) weeks of receiving the notification, the amended General Terms and Conditions of Business shall be deemed accepted by the Buyer. The Seller shall inform the Buyer in the notification of their right to object and the significance of the objection period. The Seller further reserves the right to amend the General Terms and Conditions of Business (a) if the amendment is solely to the Buyer's advantage; (b) insofar as the Seller undertakes to ensure the General Terms and Conditions of Business comply with applicable law, particularly if the applicable legal situation changes; (c) insofar as the Seller thereby complies with a court judgment or an administrative decision directed against it; or (d) insofar as the Seller introduces additional, entirely new, goods or services that are subject to a description of services in the General Terms and Conditions of Business, unless this adversely alters the existing contractual relationship. The Seller shall be informed of such amendments to the General Terms and Conditions of Business.

12. Choice of law; place of jurisdiction

If the Buyer is a merchant, a legal person under public law or federal special funds, or if it does not have a general place of jurisdiction in Germany, the registered office of the Seller or the Buyer shall be deemed the place of jurisdiction for all potential disputes resulting from the business relationship between the Seller and the Buyer. However, in such cases the Seller's place of business shall be deemed to be the exclusive place of jurisdiction for legal action brought against the Seller. This provision does not affect mandatory provisions in respect of exclusive jurisdictions. German law applies by way of exclusion of the referencing standards of private international law and the UN Sales law integrated into German law.