

Art. 1 Conclusion and Subject of the Agreement

The following General Terms and Conditions of Business and Delivery below shall apply exclusively to all our offers, deliveries, services, and work performed, including future business transactions, even where no explicit reference is made to them in individual cases. Any deviations agreed upon shall only be valid if confirmed by us in writing. The requirement for written form may itself only be waived in writing. Any conflicting or additional General Terms and Conditions of the Customer shall not apply, even if we do not expressly object to them in individual cases. Our Conditions of Sale apply exclusively to businesses within the meaning of section 310(1) of the German Civil Code (BGB).

Art. 2 Offers and Conclusion of the Agreement

- (1) All our offers and cost estimates are non-binding and subject to change without notice. A binding agreement shall only arise upon our written order confirmation. Measurements, weights, figures, drawings, or any other details are only binding for the execution of the order if explicitly confirmed by us in writing. Technical data for our own products, and those offered within our commercial range, are subject to change.
- (2) The scope of any order is solely defined by our written order confirmation. Any subsequent additions, amendments, or additional agreements require our written confirmation to be effective.
- (3) Unless otherwise specified, all measurements are in millimetres. Tolerances shall comply with the applicable DIN standards or, where these do not apply, with ProLock's factory standards.

Art. 3 Prices

- (1) Prices are quoted in euros, exclusive of VAT, packaging, freight, postage, and insurance. Value Added Tax at the applicable statutory rate will be added to all prices.
- (2) The quantities, numbers of items, and weights determined by us shall be binding for the purpose of calculating net prices unless the Customer immediately disputes these. Unit prices apply to the standard product design specified. For repeat orders of custom-made goods, we reserve the right to recalculate the price each time.
- (3) Tool sets consisting of combinations are charged according to the price lists for individual tools. For tool combinations not listed, a surcharge based on our general rates will apply to adapt them to the intended function.
- (4) The invoiced net value of goods shall be the basis for calculating shipping and packing costs. Domestic orders: for orders under EUR 300.00, shipping and packing apply based on weight. For orders exceeding EUR 300.00 net value, delivery is free of shipping and packaging costs up to a weight of 30 kg. Any additional costs for express delivery, special packaging, or dispatch requested by the Customer are borne by the Customer. International orders: packing and shipping costs are charged ex works.
- (5) We are entitled to charge the Customer for the usual costs of creditworthiness checks.
- (6) If costs related to the order change significantly after the conclusion of the contract, both parties are obliged to negotiate a price adjustment. A cost change of more than 20% is considered significant. If no agreement is reached, we have the right to withdraw from the contract within two weeks after negotiations have failed.

Art. 4 Terms of Payment

- (1) Unless otherwise agreed, invoiced amounts shall be payable within 10 days of the invoice date with a 2% cash discount, or within 30 days without any deduction. Payments for contracted work, such as repairs or services, shall be due immediately upon invoicing without any deduction. The payment deadlines are considered met only once we have timely access to the funds. Payments must be made to our designated payment agent without any additional costs to us. Cash payments shall be deemed equivalent to bank payments once the funds are accessible and usable by us.
- (2) Offsetting is permitted only with undisputed or legally established claims. The Customer may exercise a right of retention only if it arises from the contractual relationship.
- (3) We are entitled to request advance payments for services rendered.
- (4) For first-time orders, delivery will be made only against advance payment or cash on delivery.

Art. 5 Delivery

- (1) Unless explicitly agreed otherwise, delivery shall be made ex works or from the distribution centre.
- (2) Delivery dates are non-binding and serve for orientation purposes only, unless they have been expressly stated as binding.
- (3) The delivery period shall commence upon dispatch of the order confirmation, but not before the Customer has provided all required documentation, permits, and approvals, or before receipt of any agreed advance payment.
- (4) The delivery period shall be deemed if the goods have left the factory or readiness for dispatch has been communicated to the Customer before its expiry.
- (5) Unforeseeable events beyond our control, such as business disruptions, strikes or lockouts at our premises or those of our suppliers or carriers, shall extend the delivery period accordingly. The same applies in the event of subsequent changes to the order.
- (6) Delivery commitments are subject to proper and timely supply from our own suppliers. We reserve the right to deliver

early, to make partial deliveries, and to issue interim invoices. Furthermore, we are entitled to make reasonable alterations or deviations from the agreed contractual specifications of the goods, provided such modifications are acceptable to the Customer, taking both parties' interests into account.

- (7) If delivery is delayed at the Customer's request, or if the Customer fails to accept delivery in due time, storage costs incurred shall be borne by the Customer from the calendar month following the notification of readiness for dispatch. After a reasonable grace period expires without acceptance, we shall be entitled to dispose of the goods and to redeliver within a reasonable extended period.
- (8) We shall not be deemed in default if the Customer delays in supplying information necessary for the performance of the contract.
- (9) Unless otherwise agreed, call-off orders must be accepted in full within three months of order confirmation. After this period expires, the remaining or total quantity shall be delivered at the Customer's expense. The Customer is obliged to take delivery of the purchased goods. Article 7 applies mutatis mutandis.
- (10) We reserve the right to deliver quantities exceeding or falling short of the order within a reasonable margin.
- (11) We reserve the right to request a minimum order quantity.

Art. 6 Passing of Risk

- (1) The risk shall pass to the Customer upon the goods leaving our premises or warehouse, regardless of whether the carriage is effected by us or a third party.
- (2) Should the delivery be delayed due to a circumstance that is the Customer's fault, the risk shall pass to the Customer upon the notification being issued that the contractual items are ready for acceptance. This provision shall apply equally in the case of partial deliveries or where we have agreed to provide additional services, including but not limited to carriage, delivery, or installation.
- (3) The goods shall not be insured against breakage or damage in transit, fire, theft, or other risks unless expressly requested by the Customer. In such instances, any insurance shall be affected at the Customer's expense.

Art. 7 Reservation of Ownership

- (1) We retain ownership of all goods purchased until full payment has been received for all present and future claims arising from the business relationship with the Customer. This retention of ownership shall apply regardless of the legal basis or the time at which such claims arise and includes, in particular, all claims arising from bills of exchange, cheques, money orders, and any outstanding balances owed by the Customer under an existing current account maintained with us.
 - (2) The Customer may neither pledge goods subject to retention of ownership nor assign them by way of security. In the event of distraint, seizure, or any other dispositions by a third party, the Customer shall be required to inform us without delay. The Customer may resell contractual items subject to retention of ownership only in the orderly course of business and only if the resulting claims arising from the resale are transferred to us. Upon resale, the Customer hereby assigns to us all claims arising from the resale of such goods, including any related receivables from bills of exchange or cheques, along with any ancillary rights. Where a contractual item is sold together with other goods not belonging to us for a single overall price, the assignment shall be limited to the amount invoiced by us to the Customer for the contractual item, including VAT. No separate deed of assignment shall be required for individual sales.
 - (3) The Customer shall collect the receivables from the resale in trust for us, provided we have not revoked such authorisation. Upon our request, the Customer shall inform its buyer of the assignment and simultaneously notify us.
 - (4) If a contractual item is processed, combined, or mixed with goods not belonging to us, the Customer hereby assigns a co-ownership share in the resulting new item in the amount of the selling price charged by us, including VAT. The Customer shall store the new item on our behalf free of charge.
 - (5) Should the value of the security provided to us exceed the total value of our claims by more than 20%, we shall, upon the Customer's request, release security of our choice to that extent. In the event of a breach of duty by the Customer, in particular in the case of arrears of payment, we shall be entitled, after withdrawing from the contract, to repossess the contractual items and the Customer shall be obliged to surrender them. The costs of repossession shall be borne by the Customer.
- In regard to the use of items supplied and subsequently repossessed, we shall be entitled to charge compensation corresponding to the market-standard rental value for the respective period of use and to recover any depreciation value. The Customer is, however, entitled to provide evidence that no damage has been incurred to us or that the damage is considerably lower than the lump-sum amount charged.

Art. 8 Liens

In order to secure our claims, we shall be entitled to exercise a contractual lien over any contractual items that have come into our possession as a result of the order. Such lien may also be asserted based on claims arising from orders or other services rendered, as long as those claims

relate to the contractual item. With regard to any additional claims arising from the business relationship, we shall only be entitled to exercise a contractual lien if such claims are undisputed or supported by a final and binding verdict, and the contractual item is the property of the Customer.

Art. 9 Liability for Defects

- (1) The Customer's rights in regard to defects are subject to the Customer having complied with its obligations to inspect the goods and notify us of any defects in accordance with section 377 of the German Commercial Code, in the proper manner and form.
- (2) In so far as there is a defect in the purchased item(s), we shall be entitled, at our discretion, to provide subsequent fulfilment either by remedying the defect or by supplying a replacement item free from defects.
- (3) Should the subsequent fulfilment be unsuccessful, the Customer may, at its discretion, request a reduction of the price or withdraw from the contract. In the event of only minor breaches of contract, in particular minor defects, the Customer shall not be entitled to withdraw from the contract.
- (4) We shall be liable in accordance with the statutory provisions where the Customer asserts claims for damages based on intent or gross negligence by our legal representatives or vicarious agents. Where no intentional breach of contract is alleged, our liability to pay compensation for damage shall be limited to the foreseeable losses that are typical for the contract.
- (5) We shall be liable in accordance with statutory provisions in so far as we culpably breach a material contractual obligation. In this case, however, liability shall likewise be limited to foreseeable losses that are typical for the contract.
- (6) Liability due to culpable injury to life, body, or health shall remain unaffected, as shall mandatory liability under the Product Liability Act.
- (7) In so far as nothing to the contrary is provided, all liability shall be excluded.
- (8) The limitation period for defect claims shall be 12 months, reckoned from the passing of risk.
- (9) The statutory limitation periods governing claims for recourse in regard to delivery under sections 478 and 479 of the German Civil Code shall remain unaffected.

Art. 10 Total Liability

- (1) Any liability to pay compensation for damage extending beyond of what is provided for in Article 9 shall be excluded, irrespective of the legal basis on which such claims are asserted. This shall particularly apply to claims arising from culpa in contrahendo, breaches of other contractual or statutory duties, and tortious claims for property damage under section 823 of the German Civil Code.
- (2) In so far as the liability to pay compensation for damage is excluded or limited, such exclusion or limitation shall also apply to the personal liability of our employees, representatives and vicarious agents.

Art. 11 Choice of Law, Place of Performance and Place of Jurisdiction

- (1) The legal relationship between parties shall be governed exclusively by the laws of the Federal Republic of Germany. This shall also apply to the interpretation and application of these General Terms and Conditions of Business. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG/Vienna Convention) is expressly excluded.
- (2) The place of performance for both parties shall be Albstadt. The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship, including actions relating to cheques or bills of exchange, shall be the courts having jurisdiction at our registered office.
- (3) The governing law referred to in paragraph (1), including the exclusion of the CISG in accordance with the German Federal Law (BGBL 1989 II, p. 596), shall apply to all legal relations between us and the Customer.
- (4) Notwithstanding paragraph (2), we shall also be entitled, at our discretion, to bring proceedings against the Customer at the Customer's principal place of business.

Severability Clause

If any provision of the agreement with the Customer, including these General Terms and Conditions of Business, is or becomes invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected. Any wholly or partially invalid provision shall be replaced by a valid provision, the economic intent of which comes as close as possible to the invalid provision.