

General Terms and Conditions of WAREMA Kunststofftechnik und Maschinenbau GmbH

1. Scope

The following General Terms and Conditions ("GTC") apply exclusively to all current business relations between any contractor in the sense of § 14 of the German Civil Code (BGB) and WAREMA Kunststoff und Maschinenbau GmbH (hereinafter WAREMA) and also to future business relations, provided that these involve legal transactions of a related nature. Any previous terms and conditions which may differ from the present General Terms and Conditions are hereby rendered invalid.

2. Application

- 2.1. Quotations that are not designated as binding quotations shall be deemed non-binding. With respect to the type and scope of delivery, orders shall not be deemed binding until an order confirmation from WAREMA is received. Any amendments and additions must be made in writing.
- 2.2. All deliveries and services are rendered exclusively based on these General Terms and Conditions. Any conflicting terms and conditions on the orderer's side shall only be considered binding by WAREMA if and to the extent that WAREMA has explicitly acknowledged such terms and conditions in writing. The General Terms and Conditions of WAREMA shall also apply if WAREMA is aware of terms and conditions on the orderer's side that are opposed to or differ from these General Terms and Conditions and makes a delivery or renders a service to the orderer without reservations.
- 2.3. Any documentation associated with the quotation, such as figures, drawings, weight specifications or dimension specifications, shall be deemed only approximations unless they have been expressly designated as binding. WAREMA reserves the right of ownership and copyright relating to any quotations, drawings and other documents; these quotations, drawings and other documents must not be made available to any third parties.

3. Scope of delivery

The scope of delivery is determined in the written order confirmation issued by WAREMA. Any ancillary agreements or amendments require written confirmation from WAREMA. Partial deliveries and quantity deviations of up to 10% are permitted and may be invoiced accordingly.

4. Prices

- 4.1. In the absence of a separate agreement, any prices are quoted ex works from the manufacturer's plant and excluding statutory value added tax.
- 4.2. If it has been agreed that the price is dependent on the weight of parts, the final price shall be calculated based on the weight and material type of the approved reference samples.
- 4.3. If follow-up orders are placed, WAREMA shall not be bound to the previous prices.
- 4.4. In the case of orders with a value below EUR 600 (not including value added tax), WAREMA reserves the right to apply a minimum-quantity surcharge of EUR 300 (not including value added tax) to cover administrative and dispatch costs.
- 4.5. WAREMA reserves the right to apply reasonable price adjustments, for example due to changes in labour and material costs or delivery dates.

5. Invoicing and conditions of payment

- 5.1. Invoices shall be sent by standardised electronic transmission. In agreed exceptional cases, invoices may be submitted in paper form.
- 5.2. The purchase price shall be due and payable as of the invoice date. Customer-specific or order-specific agreements regarding any discount, the discount deadline or interest on late payments shall only take precedence if WAREMA has confirmed said agreements in writing. Any discount arrangement shall not affect the due date set forth in sentence 1; it does not entail any extension agreement or standstill agreement. For new customers, WAREMA reserves the right to require prepayment prior to delivery.
- 5.3. Payment should be made by bank transfer. If (in the case of international transactions) it is agreed that the orderer is to open a letter of credit through its bank (or another bank deemed acceptable by WAREMA), it is hereby stipulated that the opening of a letter of credit shall be carried out in accordance with the Uniform Customs and Practice for Documentary Credits, Revision 1993, ICC Publication No. UCP 500.
- 5.4. The orderer must not withhold or offset any payments based on any counterclaims asserted by the orderer and disputed by WAREMA.
- 5.5. Should the orderer fail to effect payment by the due date at the latest, WAREMA shall have the right to perform any further deliveries to the orderer against prepayment only. Any further claims provided for by law shall not be affected. The amount of interest charged on late payments shall be equal to 9 percentage points above the respective base rate per year. Claims for higher amounts of damages due to delay are hereby reserved, as are claims for any additional damages.
- 5.6. In the event of the orderer's financial circumstances changing after effective conclusion of the contract in such a way that, in accordance with proper business discretion, doubts are cast on the creditworthiness of the orderer, or if WAREMA only becomes aware of such a change in circumstances after the contract has been effectively concluded, WAREMA shall be entitled to withhold delivery of the goods until such goods have been paid for in advance, or until WAREMA has received commensurate security for said payment. For new orders, WAREMA shall be entitled to deliver the goods as they are paid for, in addition to having the right to demand advance payment. Furthermore, WAREMA shall be entitled to rescind the contract.

6. Delivery period and acceptance obligations

- 6.1. Delivery periods shall begin once all the documentation required for executing the order has been received, advance payment has been received and any materials have been provided in a timely manner, insofar as this has been agreed upon. The delivery deadline shall be deemed to have been met when notification of readiness for dispatch has been issued. Agreed upon delivery dates are also subject to our own receipt of delivery from suppliers.
- 6.2. In the case of call-off orders without agreed lead times, production batch sizes or acceptance deadlines, WAREMA may request binding specifications concerning these points no more than three months after the order confirmation. If the orderer does not fulfil this request within three weeks, WAREMA shall be entitled to set a two-week grace period and, once this has elapsed, withdraw from the contract or refuse delivery and request damage compensation.
- 6.3. If the orderer fails to fulfil their purchase obligation, WAREMA shall not be bound by regulations concerning the auction of goods for the purposes of self-redress and may instead sell the delivery item by private agreement after notifying the orderer in advance. This shall apply without prejudice to any other rights.
- 6.4. Any delivered items that WAREMA takes back as a gesture of goodwill must be in a flawless condition, in their original packaging and delivered with carriage paid on the basis of an agreed deadline. WAREMA is entitled to charge for reasonable costs that it has incurred as a result of taking back the items.
- 6.5. If WAREMA is carrying out the sampling process, the delivery deadline shall be deemed to have been adhered to when WAREMA presents reference samples that are ready for acceptance and have been made using an existing tool, or once it has delivered the reference samples and tool.
- 6.6. If the orderer has carried out the sampling process, the delivery date shall be deemed to have been adhered to when the tool that is ready for acceptance has been delivered.
- 6.7. Without prejudice to any rights concerning latent defects, the orderer must accept delivery of items even if they exhibit insignificant defects.

- 6.8. Once an agreed period has elapsed, WAREMA shall be entitled to demand, by way of compensation, the full unit price of moulded part items that the orderer has not accepted. This does not affect any other rights.

7. Material and data provision

- 7.1. If the orderer is supplying materials, these must be delivered at the orderer's own expense and risk, in a timely manner and in flawless condition, with a reasonable excess quantity of at least 5%.
- 7.2. If these requirements are not fulfilled, the delivery period shall be extended as appropriate. Except in cases of force majeure, the orderer shall assume any additional costs that arise, including those associated with disruptions in production.
- 7.3. In the absence of any separate agreements, WAREMA shall assume that CAD data in flawless condition will be provided. Any costs that do arise as a result of data processing requirements shall be charged to the orderer on the basis of time and resources spent. The following data formats are acceptable: DXF, IGES, VDA, Pro-E, STEP.

8. Force majeure

In the event of force majeure, WAREMA shall be entitled to postpone the delivery by the duration of the impairment plus a reasonable start-up period; alternatively, it shall be entitled to withdraw from the contract partially or in full due to inability to fulfil part of the contract. Force majeure includes strike action, lockouts, pandemics and other unforeseeable circumstances, such as breakdowns, that make it impossible for WAREMA to deliver on time despite making reasonable efforts to do so.

9. Packaging, dispatch, transfer of risk

- 9.1. Unless otherwise agreed, WAREMA shall select the packaging, dispatch type and dispatch route.
- 9.2. The risk shall transfer to the orderer at the point when the goods leave the plant, even in cases of delivery with carriage paid. In cases of dispatch delays for which the orderer is responsible, the risk shall transfer at the point when notification of readiness for dispatch is issued.
- 9.3. If requested in writing by the orderer, the goods shall be insured against storage damage, breakage, damage in transit, fire damage and any other insurable risks, at the orderer's expense.

10. Retention of title

- 10.1. Deliveries shall remain the property of WAREMA until all of WAREMA's claims against the orderer have been satisfied. Until they have been satisfied, WAREMA shall reserve the right of retention; this also applies to production documentation, operating equipment and tools provided by the orderer. The same applies even in cases where the purchase price is paid for specifically designated claims. In cases involving a running account, the retention of title in respect of the deliveries (goods subject to retention of title) shall act as security for the balance owed to WAREMA. It is not necessary to withdraw from the contract to assert retention of title, unless the customer is a consumer.
- 10.2. Any adaptation, processing or restructuring of the purchased item by the orderer is performed on behalf of WAREMA and shall take place under the exclusion of acquisition of ownership according to § 950 of the German Civil Code (BGB). If the purchased item is processed together with other items not owned by WAREMA, WAREMA shall acquire co-ownership of the resulting new item in the ratio of the value of the purchased item to the other items processed at the time of processing. If the purchased item is mixed with other items not owned by WAREMA, WAREMA shall acquire co-ownership of the resulting new item in the ratio of the value of the purchased item to the other items involved at the time of mixing. If the orderer's component is to be considered the main component, the orderer shall assign pro-rata co-ownership to WAREMA.
- 10.3. In the event of resale, the orderer shall hereby assign to WAREMA with immediate effect and irrevocably any receivables owed to it as a result of the resale and any other claims against its customers, plus all ancillary rights, until any claims are satisfied. At WAREMA's request, the orderer shall undertake to provide all information and hand over all documents that are necessary for asserting WAREMA's rights vis-à-vis the orderer's customers. The orderer is not entitled to dispose of the goods subject to retention of title in any other way; in particular, pledging or transfer of ownership as security.
- 10.4. If the orderer resells the goods subject to retention of title after processing according to section 10.3. together with other goods that are not the property of WAREMA, the assignment of the purchase price claim shall only apply to the invoice value of WAREMA's goods subject to retention of title.
- 10.5. WAREMA must be notified immediately of any attachment or seizure of the goods subject to retention of title by third parties. In all cases, the orderer shall bear any intervention costs arising from such action, provided that they are not to be borne by third parties.
- 10.6. If WAREMA exercises its retention of title in accordance with the preceding regulations by taking back the goods subject to retention of title, it shall be entitled to sell the goods by private agreement or to have the goods auctioned off. The goods subject to retention of title shall be taken back at the price realised for them. Any other claims are reserved.

11. Moulds (tools)

- 11.1. The price for moulds includes the costs associated with one-off sampling, but does not include the costs for testing and processing equipment or any changes initiated by the orderer.
- 11.2. Unless otherwise agreed, WAREMA is and shall remain the owner of the moulds produced for the orderer, either by WAREMA itself or by a third party instructed by it. Moulds shall be used for the orderer's orders provided that the orderer fulfils its payment and purchasing obligations. WAREMA shall only be obligated to replace said moulds free of charge if doing so is necessary to fulfil a production output quantity that the orderer has been assured of. WAREMA's obligation to retain the moulds shall expire two years after the final delivery of parts from the mould and following notification of the orderer. The quotation and the order confirmation must specify whether the paid for shares of mould costs will be reimbursed to the orderer at 5% of net part delivery.
- 11.3. If it is agreed that the orderer is to become the owner of the moulds, ownership shall transfer to the orderer once the purchase price has been paid. Delivery of the moulds to the orderer is replaced by WAREMA's obligation to retain the moulds. Irrespective of any legal claims to surrender on the part of the orderer and the service life of the moulds, WAREMA shall be entitled to keep the moulds until an agreed minimum quantity has been purchased and/or until a defined period has elapsed. WAREMA must mark the moulds as the property of a third party and insure them at the request of the orderer and at the orderer's expense.
- 11.4. In cases where the orderer owns the moulds, in accordance with section 11.3., and/or in cases where the orderer has provided moulds on loan, WAREMA's liability with respect to retention and maintenance shall be limited to the level of care exercised in its own affairs. The orderer shall bear any costs associated with maintenance and insurance. WAREMA's obligations shall no longer apply if the orderer does not collect the moulds within a reasonable period of time after the order has been executed and the orderer has been asked to collect them. If the orderer is unable to fulfil the full extent of its contractual obligations, WAREMA shall in all cases have the right of retention in respect of the moulds.

12. Liability for defects

- 12.1. The orderer must duly satisfy its obligations to examine and object to the goods as stipulated by §

377 et seqq. of the German Commercial Code (HGB). If any complaints should arise despite the utmost care having been taken, claims in respect of apparent defects according to § 377 of the HGB must be asserted immediately, but no more than 8 days after receipt of the goods; claims in respect of defects that are not identifiable until a later point must be asserted immediately upon their discovery. The goods shall be deemed accepted otherwise.

- 12.2. Unless otherwise agreed upon contractually, a 24-month warranty period shall apply, starting at the time the goods are handed over or commissioned.
The same shall apply for any wear parts, unless the defect is due to wear and tear caused by use. Concerning any essential third-party products, WAREMA's liability shall be limited to the assignment of liability claims to which it is entitled against the supplier of the third-party products.
- 12.3. The presence of assured characteristics in the delivery item must be stated in writing in the order confirmation. If WAREMA has provided consultation services to the orderer beyond the scope of its contractual obligation, it shall only be liable for the function and suitability of the delivery item if these aspects have been expressly assured in writing. The state of the art that applies at the point when the order is being processed shall be authoritative. The reference samples are authoritative in the process of determining the quality and workmanship of plastic items.
WAREMA shall not accept any responsibility for defects in the goods that can be traced back to a description of the goods or a specification from the orderer. The same rule shall apply for any parts, materials and other items of equipment that were produced by or on behalf of the orderer and made available to WAREMA.
- 12.4. WAREMA must be informed about any defects without delay. In the event of delivery-related defects, WAREMA shall be held liable as outlined below, to the exclusion of any other claims: For goods manufactured by WAREMA, such as machinery/devices, plastic products and medical devices, such parts shall be repaired or replaced at WAREMA's discretion. The orderer must grant WAREMA, in consultation with WAREMA, reasonable time and opportunity to carry out any repairs and replacement deliveries that WAREMA deems to be necessary at its discretion. If the orderer culpably refuses to grant this, WAREMA shall be released from any defect liability.
- 12.5. Following rectification of defects, a 12-month limitation period for this work shall begin anew; however, this period shall not end before the periods specified in 12.2. have elapsed. Claims made by the orderer on account of expenses necessary due to redelivery or repair – in particular, costs for transport, travel, labour and materials – are excluded, insofar as said expenses increase, for example, because the goods supplied by WAREMA were brought to a location other than the orderer's delivery address. If WAREMA incurs any costs of this nature as part of redelivery or repair, the orderer must reimburse said costs.
- 12.6. Any replaced parts shall become the property of WAREMA. If WAREMA declares the removal of the defect or the subsequent fulfilment to have ultimately failed, the orderer has the right – possible claims for damage notwithstanding – to withdraw from the contract or to reduce remuneration. The orderer shall not be entitled to any compensation for wasted expenditure.
- 12.7. In the event of wilful intent or gross negligence, WAREMA shall be liable in accordance with legal regulations. Unless WAREMA has committed an intentional or grossly negligent breach of duty, its liability for damage compensation shall be limited to such damage as typically occurs. This does not apply to liability arising from the intentional or negligent injury to a person, to health or to body, including the death of said person. Liability under product liability law shall also not be affected. If WAREMA is responsible for the intentional or negligent breach of a material contractual obligation, WAREMA shall also be liable in accordance with legal regulations.
- 13. Limitation of liability**
- 13.1. The orderer is solely responsible for providing WAREMA with all product-specific, technical and legal specifications that must be taken into account when producing the ordered product, and must do so in a timely manner, in full and in writing. WAREMA accepts no liability for claims that arise because of the orderer's failure to uphold its obligation to provide information, or to do so in a timely manner.
- 13.2. WAREMA accepts no liability for changes or repair work carried out by the orderer or third parties improperly and without prior approval from WAREMA, nor does it accept any liability for the consequences of said changes or repair work.
- 13.3. Any claims on the part of the orderer that extend beyond the scope outlined in these GTC are excluded, regardless of their legal basis.
- 13.4. In all cases where WAREMA is obligated to pay damage compensation due to contractual or legal foundations for claims, in derogation of the provisions outlined above, it shall only accept liability if it can be held responsible for wilful intent or gross negligence. This does not affect strict liability for injury to body or health, or damage to private property, in accordance with Section 14 of the German Product Liability Act (ProdHaftG).
- 13.5. Any liability on the part of WAREMA shall not apply if the defects are not considered significant to the orderer's interests or if they are based on circumstances that are attributable to the orderer.
- 13.6. In particular, no liability shall be assumed for injury or damage occurring for the following reasons: unsuitable or improper use; incorrect installation or commissioning by the orderer or third parties; natural wear and tear; incorrect or negligent handling; unsuitable equipment; use of alternative tools; defective construction work; unsuitable construction sites; or chemical, electrochemical or electrical influences, provided that said reasons have arisen through no fault

of WAREMA.

14. Property rights

- 14.1. In cases where WAREMA is required to make deliveries on the basis of drawings, models, samples or parts provided by the orderer, the orderer shall guarantee that the property rights of third parties are not being infringed upon. WAREMA shall inform the orderer of rights of which WAREMA is aware. The orderer must indemnify WAREMA against any claims asserted by third parties and pay any resulting damage compensation. If a third party prohibits WAREMA from carrying out production or delivery due to a property right that the third party claims to own, WAREMA shall be entitled to suspend work without being required to examine the legal situation.
- 14.2. Any drawings and samples that have been surrendered to WAREMA and have not led to an order shall be returned if requested; WAREMA shall otherwise be entitled to destroy said drawings and samples three months after the quotation was submitted.
- 14.3. WAREMA is entitled to copyright and, where applicable, industrial property rights in respect of models, moulds, equipment, drafts and drawings that it has created or that have been created by third parties on its behalf.

15. Export control clause

- 15.1. The orderer must comply with applicable provisions of national and international (re-)export control law including any embargoes, sanctions or other restrictions to the movement of goods (e.g. Regulation (EU) No 833/2014 – "no Russia" regulation, (EC) No 765/2006 – "no Belarus" regulation). Before passing on any goods delivered by WAREMA, the orderer must check and take suitable measures to ensure that by passing on the goods they are not violating any embargoes imposed by Germany, the European Union or the United Nations – taking any restrictions that apply for domestic transactions and any circumvention bans into account – and that such goods are not subsequently exported to Russia or Belarus or are re-exported.
- 15.2. The orderer shall also ensure that they comply with the rules of all relevant sanctions lists issued by the Federal Republic of Germany and the European Union concerning business transactions with listed companies, individuals or organisations, and that the goods purchased from WAREMA are not used for any activities that are banned or require approval, or for any activities linked to arms production, nuclear technology or weapons technology. Any other arrangements shall only be permitted if the required authorisations have been granted.
- 15.3. As far as necessary to allow for export inspections by authorities, the orderer shall provide WAREMA with the full details of the final recipient, final destination and purpose of the goods delivered by WAREMA, as well as information about any related export restrictions, immediately upon being prompted to do so by WAREMA.
- 15.4. The orderer undertakes to inform WAREMA about any problems in the context of sections 15.1. to 15.3. without delay, including any possibly relevant third-party activities that might prevent the purpose of these rules from being fulfilled.
- 15.5. If the orderer violates the provisions of sections 15.1. to 15.4. above at least negligently, WAREMA shall have the right to immediately suspend further deliveries to the orderer and to cancel any not fully performed orders at any time. No prior warning shall be required.
- 15.6. The orderer shall fully indemnify and hold harmless WAREMA from any claims asserted by authorities or other third parties due to failure to fulfil the obligations related to export control law mentioned above, and undertakes to compensate WAREMA for any damages and expenses that arise in this context. In the event of a violation that is to be considered at least negligent, WAREMA shall furthermore be entitled to impose a contract penalty of EUR 10,000 against the orderer for each violation. A forfeited contractual penalty shall be deducted from any other damages owing.

16. Final regulations

- 16.1. The place of fulfilment is Marktheidenfeld.
- 16.2. The place of jurisdiction is Würzburg.
- 16.3. Only German law applies, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.4. All changes and amendments to the contract, including these General Terms and Conditions, must be made in writing. This also applies to any changes made to the clause requiring written form.
- 16.5. No supplementary oral agreements have been concluded.
- 16.6. The purchaser is hereby informed that WAREMA processes the personal data obtained within the scope of the business relationship in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the applicable national laws.
- 16.7. Should any provision of the contract, including those provisions set forth in these General Terms and Conditions, be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. The provision deemed invalid in whole or in part is to be replaced by a provision that most closely approximates the economic effect of the invalid provision.

As of: 1 March 2025

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