

General Terms and Conditions of Sale

for products and services of TANOS GmbH, Pionierstraße 1, 89257 Illertissen, Germany (hereinafter referred to as 'Seller').

- Last updated on 20 November 2024 -

I. General provisions

1. The following conditions apply to every order placed by the customer in their capacity as a Trader, unless explicitly agreed otherwise in writing in the individual order. 'Trader' means a natural or legal person or a partnership with legal personality who or which, when concluding a legal transaction, acts in exercise of their trade, business or profession (Section 14 German Civil Code [BGB]). The scope of deliveries or services (hereinafter referred to as 'Deliveries') shall be determined by the written or electronic declarations of both parties. The version of these Terms and Conditions that is valid at the time of the order placement shall be deemed to have been agreed.

However, the customer's general terms and conditions shall only apply insofar as the Seller has expressly agreed to them in writing. Verbal agreements prior to or upon conclusion of the contract require the written confirmation of the Seller to be effective.

2. Offers are subject to change. The Seller reserves all rights of ownership and copyright in relation to the use of offers, drawings and other documents (hereinafter 'Documents'). The Documents may only be made accessible to third parties with the Seller's prior consent and, if the order is not placed with the Seller, must be returned to the Seller immediately and in full upon written request. Sentences 1 and 2 shall apply accordingly to the customer's documents; however, these may be made accessible to third parties to whom the Seller has permissibly transferred Deliveries.

3. The partial provision of Deliveries and corresponding invoices shall be permissible insofar as these are reasonable for the customer.

4. If the customer is granted a right of withdrawal, this shall only apply to complete, properly packaged, undamaged and unlabelled current catalogue goods in accordance with the description in the catalogue.

5. The dimensions, drawings and illustrations given in offers, brochures, catalogues and price lists are not binding and may be changed by us without special notice. All dimensions are stated in cm, mm, kg and g.

II. Prices and terms of payment

1. Prices are quoted ex Giengen an der Brenz (Germany) excluding packaging plus the applicable statutory VAT.

Unless explicitly agreed otherwise in writing, invoicing shall be based on the price list valid at the time of delivery; VAT can only be omitted in cases where the conditions for tax exemption of export deliveries are met and the customer has provided their valid VAT ID number.

2. Payments are to be made to the Seller without any deductions for transaction charges.

3. The customer may only offset such claims that are undisputed or have been recognised by declaratory judgement.

III. Retention of title

1. The delivered items (retained goods) shall remain the property of the Seller until all claims to which the Seller is entitled against the customer, now or in the future, based on the business relationship are fulfilled. If the value of all security interests to which the Seller is entitled exceeds the amount of all secured claims by more than 10%, the Seller shall release a corresponding part of the security interests at the written request of the customer. The Seller is responsible for selecting the securities to be released.

2. The customer is authorised to sell and/or use the retained goods in the ordinary course of business as long as they are not in default of payment. Pledging or transfer of ownership by way of security is not permitted.

3. The customer hereby assigns to the Seller in advance and by way of security any claims in respect of the retained goods arising from the resale or any other legal grounds in the amount of the respective invoice value of the retained goods at the time of the order. The assignment is hereby accepted. The customer is authorised to collect the claims assigned to the Seller. The collection authorisation can be revoked at any time if the customer does not duly meet their payment obligations.

4. The customer is authorised to process the Seller's products and goods or to combine them with other products within the scope of their ordinary course of business. The Seller acquires co-ownership of the items created by processing or combining, solely for the purpose of securing the claims set out under III 1; the customer hereby transfers co-ownership to the Seller in advance.

5. In the event of seizures, confiscations, other obligations or impairments of rights or interventions by third parties, the customer shall expressly point out ownership by the Seller and notify the Seller immediately. If the third party is not in a position to reimburse the Seller for the court or out-of-court costs incurred in this context, the customer shall be liable for such costs.

6. In the event of culpable breach of essential contractual obligations by the customer, in particular in the event of default in payment, the Seller shall be entitled but not obligated to take back the goods at any time; the customer shall be obligated to surrender the goods immediately and in full. This shall also apply if the financial situation of the customer deteriorates significantly.

7. The taking back or assertion of the retention of title or the seizure of the retained goods by the Seller does not constitute a withdrawal from the contract, unless the Seller has expressly declared this beforehand.

IV. Deadlines for deliveries and default

1. Agreed delivery periods refer to the dispatch of the goods ex works or dispatch centre. Compliance with agreed delivery periods is subject to the timely receipt of all Documents, necessary authorisations and approvals to be provided by the customer, in particular plans, as

well as compliance with the agreed terms of payment or advance payments and other obligations by the customer. If these requirements are not met in good time, the deadlines for the Seller shall be extended accordingly; this shall not apply if the Seller is responsible for the aforementioned delays.

2. If the Seller fails to meet a deadline due to force majeure, e.g. mobilisation, war, riots, pandemics, epidemics or similar events or due to events beyond the Seller's control which may jeopardise the smooth processing of the order – in particular delays in delivery by the Seller's suppliers, traffic and operational disruptions, labour disputes, etc. – the deadlines shall be extended accordingly without the customer being entitled to claim damages.

3. If dispatch or delivery is delayed at the request of the customer by more than one month after notification of readiness for dispatch, the customer may be charged a storage fee of 0.5% of the price of the delivery items for each month commenced, up to a maximum of 5%. The contracting parties are at liberty to prove higher or lower storage costs.

V. Dispatch / transfer of risk / notification of defects / acceptance

1. Shipment shall be made at the risk and expense of the customer in accordance with FCA Incoterms 2020 from a place to be determined by the Seller to the shipping address known or specified by the customer ex Seller's warehouse/shipping point. At the written request and expense of the customer, the Seller shall insure Deliveries against transport risks to the extent requested.

2. Insofar as the Seller is obligated under the Packaging Ordinance [VerpackV] to take back the packaging used for transport, the customer shall bear the costs for the return transport of the packaging used and the stated costs of their utilisation or – insofar as this is possible and deemed expedient by the Seller – the reasonable additional costs incurred for reuse.

3. The risk shall pass to the customer – even in the case of carriage paid delivery – when the goods are duly provided ex loading bay at the dispatch centre for acceptance by the carrier.

4. If dispatch, delivery or acceptance is delayed for reasons for which the customer is responsible or if the customer is in default of acceptance for other reasons, the risk shall pass to the customer from the time of default.

5. The customer must carefully and completely inspect each delivery immediately upon receipt. Complaints due to incomplete or incorrect delivery or complaints due to recognisable defects must be notified to the Seller immediately in writing. The same applies to defects that are not immediately recognisable, after their discovery. Package labels, delivery note/invoice numbers or control slips enclosed with the consignment must be stated in the complaint.

Warranty claims are excluded if complaints or notices of defects are not made in good time.

6. Deliveries shall be accepted by the customer if they have minor defects.

VI. Cross-border deliveries / export control

1. In the case of deliveries to other EU countries or third countries, the customer, if commissioning the transport service provider, is obligated to ensure that the Seller has the accompanying export documents required for the VAT exemption of deliveries of products to other EU countries or third countries in accordance with tax regulations. In the event that the customer fails to fulfil the above obligation, the Seller reserves the right to charge the

customer VAT. In particular, the customer is obligated to ensure that the export procedures are carried out in accordance with customs regulations. In the event of a breach of this obligation by the customer, the Seller reserves the right to pass on any fines or similar charges paid by the Seller to the customer. In the case of deliveries to other EU countries, the customer shall be obligated, at the request of the Seller, to issue confirmations in accordance with the tax regulations that the products to be delivered have been delivered to other EU countries.

2. Deliveries are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations, embargoes or other sanctions or export restrictions of a national or international nature.
3. Delays due to import or export controls suspend delivery times.
4. When reselling and passing on the products to third parties, the customer must comply with the applicable provisions of national and international export control law. In any case, when reselling products to third parties, they must observe and comply with the (re-)export control regulations of the Federal Republic of Germany, the European Union and the United States of America (hereinafter collectively referred to as 'Focus States').
5. Before reselling and passing on the products to third parties, the customer shall in particular check and take appropriate measures to ensure that:
 - a. the terms and conditions of all relevant and currently applicable sanctions lists of the Focus States regarding legal transactions with companies, persons or organisations listed therein are complied with;
 - b. they are not violating an embargo of the Focus States by selling or passing on the products or providing services related to them to third parties – also taking into account any restrictions on domestic business and any prohibitions on by-passing such embargoes; and
 - c. the Seller's products are expressly not supplied to third parties for military use, in particular use prohibited or subject to authorisation or armaments-related, nuclear or weapons-related use, unless the required authorisations are available and do not violate other currently valid international regulations on sanctions.
6. The customer may not export the Seller's products to Russia or Belarus or sell them to persons or organisations that are directly or indirectly under Russian or Belarusian control. This also applies to any subsidiaries and affiliated companies. The customer will make every effort to ensure that the purpose of this provision is not infringed by third parties along the rest of the supply chain, including potential resellers. They must establish and maintain an appropriate monitoring mechanism to detect behaviour by third parties in the downstream chain, including potential resellers, that would contravene the purpose of this provision.
7. Any breach of the above obligations shall constitute a material breach of a material term of this agreement and shall entitle the Seller to take appropriate remedial action, including but not limited to termination of any contractual relationship with the customer.
8. In order to carry out export control checks within the Seller's organisation or at the request of the authorities, the customer shall, at the Seller's request, immediately provide all information and/or documentation available to them on:
 - a. the final recipient,

- b. the final destination and
- c. the intended use

of the products supplied to third parties and any services provided by them in this connection.

9. The customer shall indemnify the Seller against all claims asserted against the Seller by authorities or other third parties due to non-compliance with or violation of the above export control obligations by the customer and shall reimburse all damages and expenses (legal fees, etc.) incurred by the Seller in this connection.

VII. Payment

1. Payments are to be made in accordance with the terms of payment specified by the Seller. The Seller is authorised but not obligated to offset payments against the longest standing due claim. Bank transfers shall only be deemed to be payments with effect of fulfilment after they have been credited to the Seller's account.

2. The invoice amount is due net 30 days after the invoice date, unless otherwise agreed in writing. A deduction of agreed payment discounts shall no longer be granted if the customer has received a second reminder due to another due claim.

3. Costs for tools are payable immediately net.

4. If the payment terms specified in the previous subsections are not met, the Seller may charge statutory default interest without prejudice to further rights.

5. If, as a result of subsequently occurring circumstances, a significant deterioration in the customer's financial situation arises, as a result of which the Seller's claim for payment is jeopardised, the Seller shall be entitled to declare all claims arising from the business relationship due immediately; this shall also apply in the event of deferral. Under the same conditions or if the customer's payment behaviour has been poor in previous transactions, the Seller may demand advance payment or the provision of security for all current or future transactions. The statutory provisions on default of payment shall otherwise remain unaffected.

6. Invoicing is in euros. The amount in euros is also decisive if foreign currency amounts are stated in the invoices in addition to the amount in euros. Incoming foreign currency amounts are offset and credited against the proceeds in euros realised from the foreign currency amount.

VIII. Liability for material defects

The Seller shall be fully liable for damages resulting from injury to life, body or health which are based on an intentional or negligent breach of duty by the Seller or an intentional or negligent breach of duty by an authorised representative or vicarious agent of the Seller as well as for other damages which are based on a grossly negligent breach of duty by the Seller or an intentional or grossly negligent breach of duty by an authorised representative or vicarious agent of the Seller. In the event of material and/or manufacturing defects, the Seller shall be liable in accordance with the country-specific statutory provisions for material defects as well as for expressly warranted characteristics and freedom from defects in accordance with the respective state of the art. Changes in the design or construction which the Seller

generally makes to the goods before delivery of an order do not justify a complaint. The Seller recommends keeping the operating instructions, safety instructions, spare parts list and proof of purchase in a safe place. The Seller shall be liable for defects, including the absence of expressly warranted characteristics, as follows:

1. The liability period for the Seller's products and goods is generally 12 months from the transfer of risk to the customer. Notwithstanding this, the liability period for material defects within the EU is 24 months for exclusively private use.
2. Liability for material defects shall include the free rectification of all defects occurring within the liability period for material defects and shall include, at the Seller's option, repair or replacement of the product under complaint. Replaced parts become the property of the Seller.
3. The prerequisite for recognising a liability claim due to a material defect is that the customer has fulfilled their statutory inspection and complaint obligations (Sections 377, 381 German Commercial Code [HGB]) and that the place of purchase of the machine is within the EU and the claim for liability for material defects has not yet expired. Proof is provided by submitting the original machine-generated purchase receipt, which shows the addresses of the buyer and seller, the date of purchase and the exact type designation of the product. If the complaint proves to be justified, the costs of the cheapest outward and return transport shall be borne by the Seller. In addition, claims of the customer for expenses incurred at the time of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the object of the delivery has subsequently been moved to a location other than the original place of performance, unless the transfer corresponds to its intended use.
4. There is no entitlement to withdrawal or reduction unless the Seller is unable to rectify the defect or provide a replacement delivery, or the rectification or replacement delivery is deemed to have failed.
5. The warranty does not cover natural wear and tear or damage arising after the transfer of risk, in particular as a result of incorrect, improper or unprofessional use or negligent handling, excessive strain or unsuitable operating materials. In particular, the Seller shall not be liable for changes in the condition or operation of the Seller's products resulting from improper storage or climatic or other external influences.
6. If the customer or third parties make improper modifications, the Seller shall not be liable for these and the resulting consequences.
7. The warranty period shall not be renewed by subsequent improvements, replacement deliveries or replacement services.
8. Further warranty claims of the customer against the Seller and their vicarious agents are excluded.

IX. Industrial property rights and copyrights

1. If a third party asserts legitimate claims against the customer due to the infringement of an industrial property right or copyright (hereinafter referred to as 'Property Right') by products delivered by the Seller and used in accordance with the contract, the Seller will, at their option and expense, either obtain a right to use the product, modify the product so that

the Property Right is not infringed or exchange the product.

2. The aforementioned obligations of the Seller shall only apply if the customer has immediately notified the Seller in writing of the (alleged) claims asserted by the third party, does not acknowledge an infringement and leaves all defence measures and settlement negotiations (in and out of court) to the Seller's discretion. However, the aforementioned obligations shall end no later than 5 years after delivery to the customer.

3. Claims of the customer are excluded insofar as they are responsible for the infringement of Property Rights. Claims of the customer shall also be excluded if the infringement of Property Rights is caused by special specifications of the customer, by an application not foreseeable by the Seller or by the fact that the product is modified by the customer or used together with products not supplied by the Seller.

4. Further claims against the Seller are excluded; however, Article VIII (Liability) remains unaffected, as does the customer's right to withdraw from the contract.

X. Impossibility, contract adjustment

1. If the Seller is unable to fulfil their delivery obligations for reasons for which they are responsible, the customer shall be entitled to claim damages. However, the customer's claim for damages shall be limited to 10% of the value of that part of the Delivery which cannot be used for the intended purpose because of such impossibility. This shall not apply if liability is mandatory in cases of intent, gross negligence or initial inability; this does not imply a change in the burden of proof to the detriment of the customer. The customer's right to withdraw from the contract remains unaffected.

2. If unforeseeable events within the meaning of Article IV No. 2 significantly change the economic significance or the content of the Delivery or have a significant effect on the Seller's business, the contract shall be adapted appropriately in good faith. If this is not economically justifiable, the Seller has the right to withdraw from the contract. If they wish to exercise this right of withdrawal, they must inform the customer immediately after realising the consequences of the event, even if an extension of the delivery time was initially agreed with the customer.

XI. Other liability / compensation

Claims for damages by the customer, irrespective of the legal grounds, in particular arising from positive breach of a contractual duty, from breach of obligations during contract negotiations and from unauthorised action, are excluded.

This shall not apply in cases such as wilful intent, gross negligence, the absence of guaranteed characteristics, under the Product Liability Act [ProdHaftG], in the event of injury to life, limb or health or breach of material contractual obligations where liability is mandatory by law.

Compensation for the breach of material contractual obligations shall, however, be limited to the foreseeable damage typical of the contract, except in cases of intent or gross negligence.

A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

XII. Final provisions

1. The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of the Seller.
2. The law of the Federal Republic of Germany shall apply to the contractual relationships. The application of the legal norms of the German conflict of laws, insofar as these refer to a foreign legal system, as well as the uniform UN Convention on Contracts for the International Sale of Goods or other conventions on the law governing the sale of goods is excluded.
3. The contract and in particular these Terms and Conditions of Sale shall remain binding in the remaining parts even if individual points are legally invalid. This does not apply if retention would constitute an unreasonable hardship for one of the parties. If individual provisions of these Terms and Conditions of Sale become invalid due to statutory provisions, such valid provisions shall be deemed to have been agreed in their place which come closest to the meaning and purpose of the invalid provision. Where necessary, the customer undertakes to take all necessary measures to achieve this objective. In the event of an omission, the provision that corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions of Sale if the parties had considered the matter from the outset shall be deemed to have been agreed.