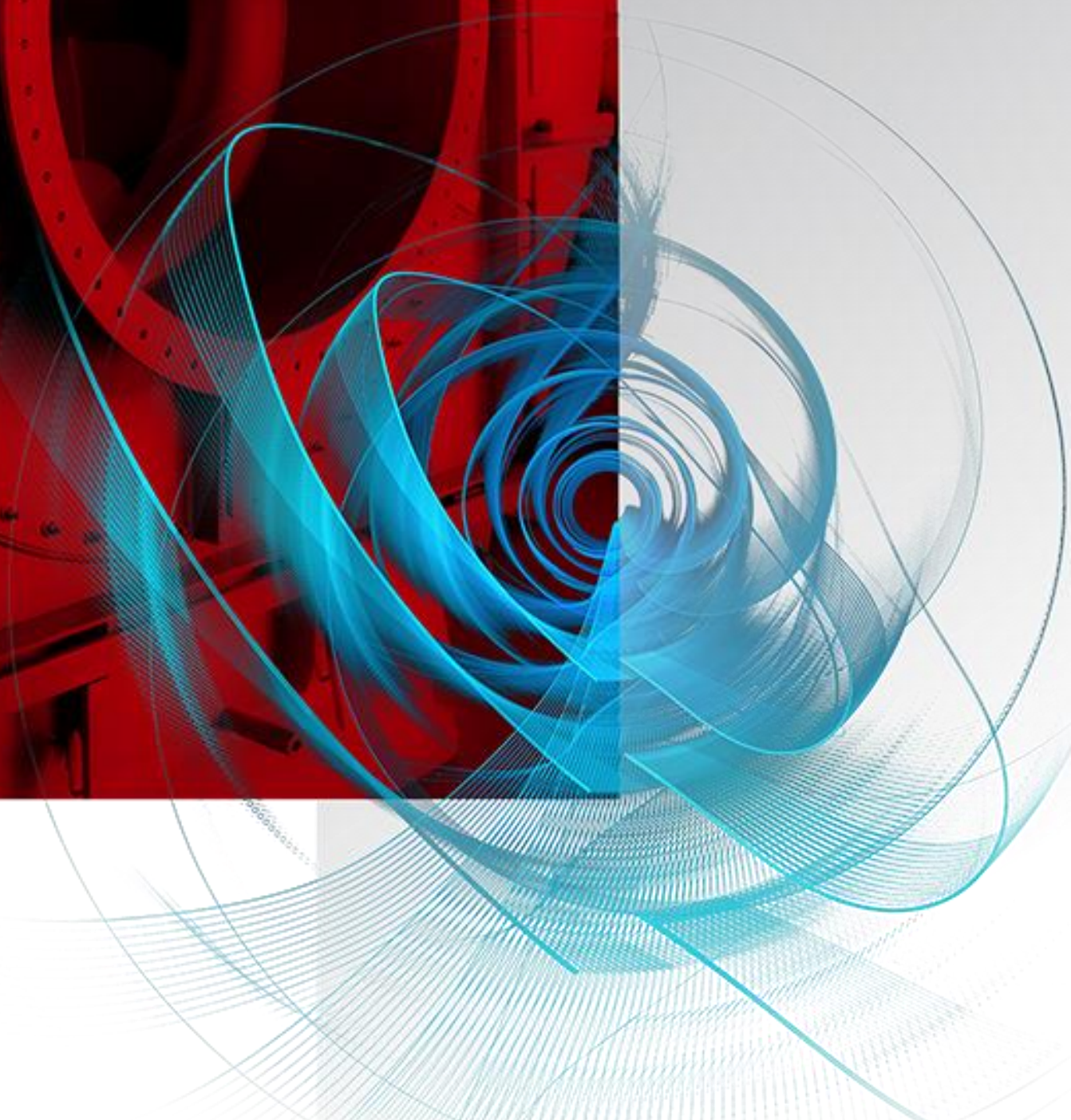


A red-tinted photograph of industrial machinery, likely a large fan or turbine, with a prominent circular opening in the center. The image is partially overlaid by a blue wireframe graphic.

# General Terms and Conditions of Sale, Supply and Payment



# General Terms and Conditions of Sale, Supply and Payment

## Konrad Reitz Ventilatoren GmbH & Co. KG

as of March 2025

### 1. General remarks and scope of application

These General Terms and Conditions of Sale, Supply and Payment (GTS) shall apply for all business relations between the company (Company) and the clients (Client). The GTS shall only apply if the client is an entrepreneur pursuant to § 14 BGB (German Civil Code), a public law entity or a special fund under public law.

In particular, the GTS shall apply to contracts for sale and/or supply of chattels (“goods”) irrespective of whether the Company itself produces the goods or buys them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTS in their version effective at the time of the client’s order or at any rate in the version last made known to the client in writing shall also apply to a framework agreement for similar future contract, exempting the company from the obligation to explicitly referring to the GTS in each individual case.

The GTS shall apply exclusively. Any deviant, contrary or supplementary General Terms and Conditions of Business of the Client shall only become part of the contract if and to the extent that the company has explicitly approved of their validity. This requirement of approval shall apply in any case, also including the case where the client has referred to the GTS of the client in the context of the order and the company has not expressly objected to them.

Individual agreements like framework supply agreements, quality assurance agreements and specifications in the order acknowledgement of the Company shall have precedence over the GTS. In case of doubt, trade terms shall be interpreted pursuant to the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version in force when the contract is concluded.

Legally relevant declarations and notifications of the Client regarding the contract (e.g. appointment of dates, notice of defects, cancellation or mitigation) shall be made in writing. **The written form for the purpose of these GTS shall include the written and text form (e.g. letter, e-mail, telefax).** Legally binding form provisions and further evidence shall remain unaffected; in particular when doubts about the authority of the person making the declaration arise.

Any reference to the application of legal requirements shall only have clarifying function. Even without such clarification the legal provisions shall apply unless directly modified or explicitly excluded in these GTS.

### 2. Conclusion of contract

All offers submitted by the Company shall be without engagement as to price, quantity, delivery dates and facilities. This shall also apply when the Company has provided the Client with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards (DIN - Deutsches Institut für Normung– German Standards Institute), other product descriptions or documents – in electronic form, too – to which the Company reserve property rights and copyrights.

Orders shall only be deemed as accepted once they have been confirmed in writing by the Company. The Company's order confirmation shall be decisive for the contents of the contract unless the Company receives a written objection within 14 days after the date of the order confirmation; this shall not apply if the order confirmation deviates from the order to an extent making the consent of the Client unlikely. We reserve the right to effect technical modifications to the extent reasonable also during the processing of the order.

Any agreements on the fulfilment of the contract must be recorded in writing.

The Company shall reserve property rights and copyrights to design documents, including drawings, calculations and electronic data as well as printouts of data. The Company must expressly approve any disclosure to third parties.

### **3. Prices and payment**

Unless otherwise agreed upon in the individual case, the prices are ex works, excluding packaging, freight and insurance; they are net prices exclusive of the statutory VAT valid at the time.

Unless otherwise agreed upon, the Company's invoices are due net within 30 days.

Upon the expiry of the aforementioned term of payment, the Client will be in default of payment. During the payment default, interest of the applicable statutory rate will be charged on the purchase price. The Company reserves the right to assert any further damage caused by default. Our entitlement to the commercial maturity interest (§ 353 HGB – section 353 German Commercial Code) against merchants remains unaffected.

Repairs and contract work must be paid net immediately upon receipt of the invoice in any case. In case of partial deliveries, the Company shall be entitled to issue invoices on account for the deliveries and services provided. The Client shall only have set-off and/or retention rights if the counterclaim it is entitled to has been determined *res judicata*, is undisputed and recognised by the Company.

Should, after confirmation of order, the Company become aware of circumstances justifying doubts as to the Client's credit worthiness or should the Client be in default with other accounts payable, the Company shall be entitled to effect the delivery for the present or any additional orders against cash in advance or other security only or to rescind the contract in case of non-fulfilment.

The rights according to §321 BGB (section 321 of the German Civil Code) shall not be affected, and deliveries may be stopped and goods in transit may be recalled.

### **4. Delivery dates and delay in delivery**

The delivery date shall be agreed individually or indicated by the Customer upon acceptance of the order.

Provided that the Company is not able to meet the delivery dates for reasons beyond its control (non-availability of performance), the Company shall immediately inform the Client to this effect and at the same time indicate the probable new delivery date.

In the event that the performance is not available within the new delivery time, the Client shall be entitled to rescind the contract in whole or in part; in this case we shall reimburse, without undue delay, any payment already made by the Client.

Deemed as reasons of non-availability of performance are, for instance, the late delivery of the Company's suppliers, where the Customer has concluded a congruent hedging transaction, other supply chain disruptions, for example due to force majeure or when the Customer is not obligated for the procurement in an individual case.

The event of delay in delivery is determined in accordance with the legal provisions. In any case, however, a reminder from the Client is required. If the Company is in arrears with delivery, the Client shall be entitled to demand flat rate compensation of the damage caused by the delay in delivery. The flat rate compensation is for each completed calendar week of delay 0.4% of the net price, but in total not more than 4% of the delivery sum of the goods delayed in delivery. The Customer retains the right to furnish evidence that the Client did not suffer any damage or considerably less damage than the aforementioned flat rate compensation.

The rights of the Client stipulated herein and the Client's legal rights, in particular if the obligation to perform is excluded (e.g. impossibility or unreasonableness of the performance and/or subsequent performance) shall remain unaffected.

## **5. Delivery, acceptance, default of acceptance**

Delivery shall be effected ex works, which is also the place of performance for the delivery and a possible supplementary performance. At the request and expense of the Client the goods shall be shipped to another place of destination (sale to destination according to buyer's instructions). Unless otherwise agreed, the Client shall be entitled to decide on the manner of shipment (in particular carrier, shipment route, packaging).

The risk of accidental loss and the accidental deterioration of the goods shall pass to the Client at least upon surrender of the goods. In case of sale to destination according to buyer's instructions, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass already upon the delivery of the goods to the forwarding agent, the carrier or any other person or institution charged with the execution of the shipment.

As far as approval has been agreed, it shall be decisive for the passing of risk.

The statutory provisions of the law on contracts for work and services shall apply accordingly to an agreed acceptance. Default of acceptance by the Client shall be equivalent to handover or approval.

If the client defaults in acceptance, fails to act in cooperation or if the delivery of the Company is delayed for other reasons, for which the Client is responsible, the Company shall be entitled to claim compensation for the damage resulting thereof including any additional expenditures (e.g. storage costs).

The Company shall be entitled to invoice storage fee for each started month in the amount of 0.5 % of the price of the goods, but not more than a total storage fee of 5 %.

The proof of higher damage and the statutory claims of the Company (in particular reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; the calculated value, however, is to be offset against further monetary claims. The Client shall be authorised to provide

evidence that the Company did not suffer any damage, or that the damage amounts to considerably less than the aforementioned flat rate.

## **6. Passing of risk**

The risk shall pass to the Client once the goods leave the Company's works; this shall apply to partial deliveries as well. In case of collection of goods by the Client, the risk shall pass to the Client once the readiness for shipment is announced. Should the dispatch be delayed due to circumstances attributable to the Client, the risk shall pass to the Client once the notice of the readiness for shipment was dispatched. In case of work and services performance, including divisible work and services performance, these shall be deemed to have been accepted 10 days after provision of such work and services unless a formal acceptance or another arrangement was agreed upon. In case of the installation of equipment or accessories to be effected by the Client, the installation instructions of the Company must be complied with. Otherwise, the Company shall not be liable for any damage or defects resulting therefrom.

## **7. Retention of title**

The delivery item shall remain the property of the Company (reserved items) until full payment of all accounts receivable including all incidental claims payable by the Client to the Company. In case additional installation services are required, the ownership to the reserved item shall only be passed on to the Client upon receipt also of that part of the payment attributable to the installation services. For the time period from the passing of risk until the transfer of ownership, the Client must take out insurance against theft, breakage, fire, water and other damage for the reserved items. The Client hereby assigns to the Company any rights from the insurance policies and its claims towards the insurers. The Company hereby accepts the assignment. In case of a current account, the retained goods will serve as collateral for any balance claim by the Company. The Client may not pledge the reserved item, nor assign it by way of security. In case of attachment or seizure or other orders, the Client must inform the Company without delay. In case of any kind of contract violation, the Client agrees to return any reserved items in its possession at its own expense upon the Company's request without being obliged to set a grace period. This shall also apply in case of any over-indebtedness of or suspension of payment by the Client, in case of any petition for the commencement of insolvency proceedings against the Client's assets being filed or in case the Client's economic situation deteriorates in any other manner. The return of the reserved items or the attachment by the Company shall only constitute a rescission of contract if the Company expressly declares such rescission.

The Client shall be entitled to resell the reserved item in the regular course of business. The Client hereby assigns to the Company all claims from such re-sale to third parties up to the amount of the invoice (including VAT). The Company hereby accepts the assignment. After such assignment, the Client is entitled to collect such accounts receivable. Should the Client be in default of payment, a petition for the commencement of insolvency proceedings shall be filed; should the Client be over-indebted, suspend payments or should its economic situation deteriorate in any other manner, the entitlement of re-sale and the collection authorisation shall be deemed to be void. In such a case, the Company's right to collect the assigned accounts receivable itself shall not be affected thereby and the Company shall be entitled to exercise such right and request that the Client inform its creditors of the assignment. Nevertheless, the Company shall be entitled to request at any time that the Client informs

the Company of its creditors and of the assigned accounts receivable and that it provides all required information and the associated records. The handling and processing of the goods by the Client shall be effected in the name and on behalf of the Company.

Should the reserved item be processed together with other items not in the Company's property, the Company shall acquire co-ownership to the new item in proportion to the value of the reserved item to the other processed items at the time of processing. Any item resulting from such processing shall be subject to the same provisions as other reserved items (see above).

Should the reserved item be combined with other items not in the Company's property in such a way that it becomes a material part of the combined item, the Company shall acquire co-ownership to the new item in proportion to the value of the reserved item to the other combined items at the time of combination. Should the combination be effected in such a way that the item of the Client is to be deemed to be the principal item, it shall be deemed agreed upon that the Client transfers co-ownership to the Company on a pro-rata basis. The Client shall store such items subject to co-ownership for the Company. The provisions for the combination shall also apply to any case of amalgamation or mixing accordingly.

The Company agrees to release the securities it is entitled to to the extent their value exceeds the accounts receivable to be secured by more than 20 %.

## **8. Claims of the Client**

Unless otherwise provided in the following, the statutory regulations shall apply to the rights of the Client in case of defects in quality or title (including wrong and short delivery as well as improper mounting/installation or defective instruction manuals). The legal provisions concerning the consumer-goods purchase (sections 474ff German Civil Code) and the rights of the Client from separately issued guarantees, in particular on the part of the manufacturer shall be unaffected in any other case.

The basis for the liability for defects of the Client shall be mainly the agreement made regarding the condition and intended use of the goods (including equipment and instruction manuals). All product descriptions and manufacturer instructions, that are part of the individual contract or that the Company has made publicly known at the time the contract is concluded (in particular in catalogues or published on the Internet homepage) shall be deemed to be quality agreements in this respect. In the absence of any quality agreement, the existence or non-existence of a defect shall be assessed in accordance with the statutory regulations (section 434, paragraph 3 German Civil Code). Any public statement of the manufacturer or made on his behalf in particular in advertising or on the goods' label shall take precedence over statements of other third parties.

For goods with digital elements or other digital contents, the Company shall only be obliged to provide and update, if necessary, the digital contents insofar as this explicitly results from the quality agreement described in section 2. For any public statement of the manufacturer or other third parties the Company shall not be liable.

The Company shall not be liable for defects that have been known to the Client or defects that the Client does not recognise due to gross negligence (section 442 German Civil Code) at the time when the contract is concluded. Furthermore, the Client's claims for defect shall require that the Client has complied with his obligation to examine and notify (sections 377, 381 German Commercial Code).

Building material and other goods intended for fixture and fitting or intended for other further processing shall be examined in any case immediately prior to processing. Where a defect is found upon delivery, examination or any other future date, this defect shall be immediately notified to the Company in writing. In any event, obvious defects shall be notified in writing within 10 working days after the delivery and defects not identifiable during the examination shall be notified in writing within the same period of time after discovery of the defect. If the Client fails to inspect the goods and/or fails to report any defects as required, the liability of the Company for the unreported defect or the defect not or not timely or improperly reported shall be excluded in accordance with the legal provisions. For goods intended for fixture, fitting or installation this provision shall also apply where the defect only became obvious after corresponding processing due to breach of one of these obligations; in this case, the Client shall in particular not be entitled to claim compensation for incurred costs for dismantling and assembly.

If the supplied item is defective, the Company shall be entitled to initially choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or to deliver a flawless item (substitute delivery). The Client shall be entitled to refuse the selected kind of supplementary performance of the Company if it is deemed unacceptable by the Client in the individual case. The Company's right to refuse the supplementary performance in accordance with legal provisions shall remain unaffected.

The Company shall be entitled to condition the owned supplementary performance on the Client's payment of the purchase price due. The Client, however, shall be entitled to retain a portion of the purchase price that is appropriate in relation to the defect.

The Client must grant to the Company the required time and opportunity to effect the owned supplementary performance, in particular, he must hand over the rejected goods for inspection purposes. In case of replacement deliveries, the Client shall be obliged to return the defective item on request of the Company in accordance with the legal regulations; the Client, however, shall not have the right to return the defective item. The subsequent performance shall neither include dismantling, removal or de-installation of the defective item nor the installation, fitting or installation of the defective item, when the Company has not been obliged to perform these services initially; any possible claims of the Client for reimbursement of corresponding costs (costs of dismantling and installation) shall remain unaffected.

If a defect actually exists, the Company shall bear or reimburse in accordance with statutory regulations and these GTS the expenses incurred for the purpose of inspection and supplementary performance, in particular transport, travel, working and material costs as well as costs of dismantling and installation, if any. Failing this, the Company shall be entitled to claim from the Client compensation of the costs incurred by the unjustified defect remedying demand if the Client has known or could have realised that in fact no defect exists.

In urgent cases, e.g. of danger to the operating safety or for the avoidance of disproportionately severe damage shall the Client be entitled to remedy the defect itself and to demand reimbursement of the objectively required expenses from the Company. The Company must be informed immediately, if possible beforehand, of such self-remedying of defects. The right to self-remedy defects is excluded if the Company was entitled to deny a respective supplementary performance according to statutory provisions.

The Client shall be entitled to rescind the contract or to reduce the purchase price in accordance with legal provisions, if an appropriate deadline to be set by the Client for the subsequent performance has

expired to no avail or can be dispensed with under statutory provisions. There shall, however, be no right to withdraw from the contract if the defect is negligible.

Claims of Client for compensation of expenses as per section 445a, paragraph 1 German Civil Code are excluded unless the final contract in the supply chain is a sales contract of consumer goods (sections 478, 474 German Civil Code) or a consumer contract about the provision of digital products (sections 445c, sentence 2, 327 paragraph 5, 327u German Civil Code). Claims of the Client for compensation for damage or compensation of futile expenses shall only exist pursuant to the provisions in the following Articles 9 and 10, even in case of defective goods.

## **9. Other liability**

The Company's liability for damage, irrespective of the legal grounds, but in particular resulting from impossibility, delay, defective or wrong delivery, breach of contract, violation of obligations during contract negotiations and tortuous acts, as far as they are subject to fault in each case, shall be restricted according to this Article 9.

The Company shall not be liable in case of slight negligence of its organs, lawful representatives, employees or other vicarious agents, unless a breach of essential contractual obligations is involved. Essential contractual obligations include the timely supply and installation of the delivery item that is free from defects of title and such quality defects that they impair the operability or fitness for purpose to more than an inconsiderable degree, and advisory, protection and duty of care obligations that are to enable the Client to use the delivered item as intended in the contract or whose purpose is to protect life and limb of the Client's personnel or to protect the Client's property against considerable damage.

If the Company, on the merits, is liable pursuant to Article 9 for damages, this liability shall be limited to damages that the Company has foreseen at the time when the contract has been concluded as possible consequence of a breach of contract or could have foreseen if he had applied due care and attention. Besides, indirect damages and consequential damages resulting from defects of the delivery item shall only be eligible for compensation in so far as such damages can typically be expected when using the delivered item as intended. The aforementioned regulations shall not apply in case of intentional or grossly negligent conduct of the Company's organ members or executive employees.

In case of liability for ordinary negligence the liability of the Company for property damage and further property damage resulting thereof shall be limited to an amount of 100% at most of the contract value, even if a violation of essential contractual obligations is involved.

The aforementioned provisions limiting and excluding liability shall to the same extend apply to lawful representatives, employees or other vicarious agents of the Company.

If the Company provides technical information or advice and such information or advice is not part of the owed, contractually agreed scope of supply, this shall be done free of charge and with the exclusion of all liability.

The limitations of this article 9 shall not apply to the Company's liability for intentional misconduct, for warranted characteristic features, on account of damage to life, body and health or pursuant to the Product Liability Act.



## **10. Limitation of actions**

Notwithstanding section 438, paragraph 1 no. 3 German Civil Code, the general limitation period for claims from defects in quality or title shall be one year from delivery of goods except where the law mandatorily prescribes longer periods. As far as acceptance has been agreed, the limitation period shall start with the acceptance.

The above-mentioned limitation periods of the Sales Law shall also apply to contractual and non-contractual damage claims of the Client based on a defect of the goods, unless the application of the standard statutory limitation (sections 195, 199 German Civil Code) would lead to a shorter period of limitation in the individual case.

## **11. Choice of law, place of performance and place of jurisdiction**

The legal relationship between the Company and the Client is subject to the laws of the Federal Republic of Germany. The application of the UN Sales Convention shall be excluded. The exclusive place of performance for both contractual parties shall be the Company's business seat in 37671 Höxter-Albaxen, Germany. The place of jurisdiction for all disputes from the contractual relationship as well as concerning its establishment and validity shall be Höxter-Albaxen. However, the Company shall be entitled to assert claims at any other statutory place of jurisdiction.

Höxter, March 1<sup>st</sup>, 2025