

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

SCHÜLKE & MAYR GMBH

22851 NORDERSTEDT

1. General

(1) Our General Terms and Conditions of Sale and Delivery ("GTC") apply exclusively; any terms and conditions of the customer ("Buyer") that conflict with or supplement our GTC shall not apply in relation to us. This shall also apply if we do not expressly object to them or if we carry out the delivery to the Buyer without reservation in the knowledge of such terms and conditions of the Buyer.

(2) Our GTC also apply to all future transactions with the buyer, even if their validity has not been expressly agreed again.

(3) These AVB apply only to companies, legal entities under public law and special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).

2. Order and acceptance

(1) Our offers are non-binding. Orders placed by the buyer shall only become binding for us upon our written order confirmation (invoice or delivery note).

(2) We are entitled to accept offers made by the buyer in accordance with Section 145 of the German Civil Code (BGB) within two (2) weeks.

3. Shipping and transfer of risk

(1) Our deliveries are made from our factory in Norderstedt in accordance with Incoterms 2020. In the event of subsequent changes to the place of destination at the request of the buyer or if a choice of shipping route or delivery warehouse deviating from the buyer's request becomes necessary for important reasons, the buyer shall bear the additional costs incurred.

(2) The risk of shipment shall pass to the buyer in all cases, even if we bear the shipping costs on the basis of a special agreement, upon delivery of the goods at our factory.

(3) Transport insurance, in particular for the shipment of dangerous goods, shall only be taken out by us at the request and expense of the buyer.

4. Delivery

(1) Our obligation to deliver the goods is subject to our own delivery being made correctly and on time. In the event of a hindrance to performance for which we are not responsible due to incorrect or delayed delivery by our suppliers, we shall be entitled to withdraw from the contract with the buyer.

(2) Unless otherwise agreed, we shall only be obliged to deliver after payment has been made by the buyer. If, in exceptional cases, we are obliged to make advance delivery, we shall be entitled to refuse advance delivery if, after conclusion of the contract, justified doubts arise or become apparent regarding the customer's solvency or creditworthiness, until the consideration has been effected or security has been provided for it.

(3) Circumstances beyond our control, such as events of force majeure, industrial action, traffic disruptions and obstructions, lack of means of transport, raw materials, auxiliary materials or operating materials and operational disruptions of any kind in our own or in the businesses associated with the fulfilment of the contract, as well as obstacles caused by official orders that make delivery difficult, shall result in an extension of the agreed delivery period by the duration of the respective disruption.

(4) Claims for damages for losses not affecting life, limb or health shall be limited to cases of intentional or grossly negligent delay in delivery, unless the timeliness of delivery has been agreed as an essential contractual obligation in exceptional cases.

5. Rights of set-off and retention

The buyer shall only be entitled to set-off and retention rights if his counterclaims have been legally established, are undisputed or have been recognised by us. The buyer shall only be entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

6. Notification of defects and warranty

(1) The buyer's warranty claims for material defects require that the buyer has properly fulfilled its obligations to inspect and give notice of defects as set out in Section 377 of the German Commercial Code (HGB). Notifications of defects shall only be considered if they are made in writing, enclosing supporting documents, samples, packing slips and stating the invoice number, the invoice date and the signature on the packaging. Rejected goods may only be returned with our express consent.

(2) Complaints regarding defects that are apparent upon careful inspection must be made within seven (7) days of receipt of the goods. If the defects are not apparent upon inspection, the complaint must be made immediately after their discovery, but no later than one year after receipt of the goods.

(3) The acceptance of the goods by carriers or freight forwarders shall be deemed proof of proper packaging until proven otherwise.

(4) In the event of justified complaints, the buyer is only entitled to replacement delivery of a defect-free item. If replacement delivery fails in accordance with Section 440 sentence 2 of the German Civil Code (BGB), the buyer has the choice between a reduction (reduction of the purchase price) and withdrawal (cancellation of the contract). Claims for damages by the buyer are excluded.

(5) Any technical advice we provide in writing or verbally is non-binding – including with regard to any third-party property rights – and does not release the buyer from their obligation to check our products for suitability for the intended processes and purposes. The use and processing of the products are beyond our control and are therefore the sole responsibility of the buyer.

(6) The above warranty claims shall expire one year after delivery of the goods.

7. Special provisions for equipment deliveries

(1) Information about performance, dimensions and capacity of the equipment and components offered corresponds to the current state of technology, but does not constitute a guarantee within the meaning of Section 434 of the German Civil Code (BGB). Illustrations, information in brochures, printed matter, descriptions and technical drawings are not binding for the execution and do not entitle the buyer to subsequent performance, reduction, withdrawal from the contract or compensation.

(2) In the event of a justified complaint, the buyer may, in deviation from clause 6 (4), demand that the defect be remedied free of charge on site by our service technicians. If the defect cannot be remedied, the buyer shall then be entitled to a replacement delivery of a defect-free item free of charge. If subsequent performance fails in accordance with Section 440 sentence 2 of the German Civil Code (BGB), the buyer shall have the choice between a reduction

(reduction of the purchase price) and withdrawal (rescission of the contract). Subject to clause 8, the buyer shall not be entitled to any further claims for damages.

(3) We reserve our property rights and/or copyrights to drawings, cost calculations and other documents; these may not be made accessible to third parties without our prior written consent.

(4) The installation of the devices and components delivered by us is the responsibility of the buyer and must be carried out properly and in compliance with any applicable official regulations. Our instructions in this regard, in particular those in the operating and assembly instructions, must be observed. If commissioning by our service technicians or other agents has been agreed, we must be notified of the commissioning date at least 14 days in advance.

(5) The warranty in accordance with paragraph (2) is excluded for damage caused by improper connection of the device by the buyer or by improper operation contrary to the instructions in the operating instructions.

(6) The use of disinfectants from other manufacturers is only permitted if we have confirmed their compatibility with the dosing devices supplied by us in writing to the buyer upon request. Unless there are significant technical reasons to the contrary, we will issue the confirmation. Without such confirmation, our warranty in accordance with paragraph (2) is excluded.

(7) The warranty is also excluded in the event of intentional or negligent damage to the device by the buyer or by third parties commissioned by the buyer, as well as in the event of significant damage caused by repairs carried out by the buyer themselves.

(8) The duration of the warranty period in accordance with clause 6 (6) shall not be renewed or extended by subsequent performance.

8. Liability

(1) Unless otherwise specified below, any claims of the customer beyond those specified in the preceding clauses – regardless of their legal basis – are excluded. We are not liable for damage that has not occurred to the delivery item itself; in particular, we are not liable for lost profits or other financial losses of the buyer.

(2) The above exclusion of liability does not apply if the cause of the damage is based on intent or gross negligence. Furthermore, it does not apply if the buyer can assert claims for damages due to non-performance because of the absence of a warranted characteristic. Furthermore, it does not apply if we culpably breach an essential contractual obligation.

(3) Finally, the exclusion of liability does not apply to injury to life, limb or health caused by us through negligence.

(4) Our liability for property damage and/or personal injury is limited to the compensation provided by our liability insurance. We are willing to allow the buyer to inspect our insurance policy upon request.

(5) In any case, our liability is limited to the foreseeable damage typical for this type of contract.

(6) Insofar as our liability for damages is excluded or limited in accordance with this Section 8, this shall also apply to all claims arising from culpa in contrahendo, breach of ancillary obligations, claims arising from producer liability in accordance with Section 823 of the German Civil Code (BGB) and other bases for claims. The above provision shall not apply to non-waivable statutory claims such as those based on the Product Liability Act.

(7) Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, staff, representatives and vicarious agents.

9. Prices

(1) Our prices valid at the time of delivery shall be charged. If we increase our prices between the conclusion of the contract and delivery, the customer shall be entitled to withdraw from the contract within a period of two (2) weeks after notification of the price increase. The right of withdrawal does not apply to long-term supply contracts (continuing performance contracts).

(2) Statutory value added tax is not included in our prices; it will be shown separately on the invoice at the statutory rate on the date of invoicing.

(3) We reserve the right to charge a minimum quantity surcharge for very small orders.

10. Payment

(1) Our invoices are payable by the buyer within ten (10) days of the invoice date with a 2% discount, or otherwise within 30 days of the invoice date without deduction.

(2) Invoices for services are payable immediately and without deduction.

(3) If the buyer exceeds the payment term specified in paragraph (1) above or any other payment term agreed in individual cases, we shall be entitled to charge default interest at the statutory rate from that point in time. If we are able to prove that we have incurred higher damages, we shall be entitled to claim these.

(4) Payments by the customer shall only be deemed to have been made when the amount is finally available in our account.

11. Retention of title

(1) The delivered goods remain our property until the buyer has fulfilled all obligations arising from the business relationship with us.

(2) The buyer is obliged to treat the goods with care; in particular, they are obliged to insure the goods at their replacement value at their own expense against any insurable damage (in particular against fire, water, storm, theft, liability, etc.); they assign their claims from the insurance contracts to us in advance, which we hereby accept. If inspection work is necessary, the buyer must carry this out in good time at their own expense.

(3) Any processing or transformation of the goods shall always be carried out for us as the manufacturer, but without any obligation on our part. If our ownership expires due to combination or mixing, it is hereby agreed that the buyer's (co-)ownership of the uniform item shall be transferred to us in proportion to its value (invoice value). The buyer shall store our (co-)ownership free of charge. The buyer also assigns to us the claim to secure our claims against him which arise against a third party through the combination or mixing of the goods with other movable items. Our (co-)ownership of the processed, transformed, combined or mixed goods acquired in accordance with the provisions of this paragraph shall pass to the buyer in the same way as the ownership of the goods delivered by us.

(4) The buyer is entitled to resell the goods in the ordinary course of business. However, he hereby assigns to us all claims in the amount of the invoice amount (including value added tax) which accrue to him from the resale against his customers or third parties, irrespective of whether the goods have been resold before or after processing or mixing. The buyer remains authorised to collect these claims even after

the assignment. Our authority to collect the claims ourselves remains unaffected by this.

(5) We undertake not to collect the claims as long as the buyer meets his payment obligations from the proceeds, is not in default of payment and, in particular, no application for the opening of insolvency or composition proceedings has been filed or payments have been suspended. If this is the case, we may demand that the buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

(6) The buyer is not permitted to dispose of the goods in any other way, in particular by way of transfer by way of security or pledging. The claims assigned to us may only be pledged or assigned to third parties with our consent.

(7) In the event of seizure or other interventions by third parties, the buyer must notify us immediately in writing so that we can take legal action in accordance with § 771 ZPO (German Code of Civil Procedure). If the third party is unable to reimburse us for the court or out-of-court costs of a lawsuit in accordance with § 771 ZPO, the buyer shall be liable for the loss incurred by us.

(8) If the value of the securities granted to us exceeds our claims by more than 20%, we shall be obliged, at the buyer's request, to transfer back and release securities of our choice.

(9) Upon full payment of all our claims arising from the business relationship with us, the assigned claims shall also pass to the buyer in addition to our ownership of the reserved goods.

(10) If the buyer defaults on payment or fails to fulfil other essential contractual obligations, we may demand the return of the goods subject to retention of title and subsequently sell them. The buyer must tolerate the removal and grant us access to its business premises for this purpose. This shall not constitute a withdrawal from the contract. The buyer shall be liable for the difference between the purchase price and the proceeds of sale.

12. Trademarks

(1) It is not permitted to offer or deliver substitute products in place of our products with reference to these products, or to associate our product names, whether protected or not, with the word "substitute" in price lists and similar business documents, or to contrast them with the names of substitute products.

(2) Furthermore, it is not permitted to use our product names, in particular our trademarks, on such goods or their packaging or in the associated printed matter and advertising materials without our prior consent, in particular as an indication of ingredients, when using our products for manufacturing purposes or for further processing.

(3) The delivery of products under a trademark shall not be deemed consent to the use of this trademark for the products manufactured from them.

13. Place of performance

The place of performance for the mutual obligations arising from the contractual relationship is Norderstedt.

14. Data protection

We are obliged, among other things, to inform business partners about the processing of personal data in accordance with Art. 12 ff. GDPR. This privacy policy can be found under the link "Privacy Policy" on the website of Schülke & Mayr GmbH at (https://www.schuelke.com/de-de/datenschutz/#anchor_980cb0a7).

15. Place of jurisdiction, applicable law

The place of jurisdiction for all legal disputes arising from this contract is Hamburg, provided that both contracting parties are registered traders and no exclusive place of jurisdiction has been established. German law applies, excluding the UN Convention on Contracts for the International Sale of Goods.

As of: August 2025

