

GmbH General Terms and Conditions of Andresen
(GTC B2B)

§1. Scope of application

- I. These general terms and conditions apply to all of our business relationships with our customers (+contractors*). The general terms and conditions apply only if the customer is an entrepreneur (Section 14 of the German Civil Code +Bürgerliches Gesetzbuch (BGB)*, a legal person under public law, or a special fund under public law within the meaning of Section 310 (1) BGB.
- II. Our general terms and conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement for consent shall also apply if the customer refers to its GTC in the course of the commissioning and we have not expressly contradicted the GTC.
- III. Individual agreements made with the customer in individual cases (including ancillary agreements, supplements and amendments) and details in our order confirmation always take precedence. Subject to proof to the contrary, the content of all such agreements shall be governed by a written contract and/or our written confirmation.
- IV. Legally relevant declarations and notifications of the customer concerning the contract (e.g. notices of defects, deadlines, rescission or reduction of the purchase price) are to be submitted in text form (e.g. letter, email, fax). Further statutory formal requirements as well as further evidence (in the case of doubts about the legitimacy of the declarant) remain unaffected.
- V. Otherwise, the statutory regulations apply.

§2. Quotations and conclusion of contract

- I. If the customer asks us to submit a quotation, we will submit it by email or fax.
- II. The customer may only accept the quotation in writing or in text form (e.g. by email).
- III. Our quotation is valid for three weeks from receipt, after which it expires.
- IV. If the customer has accepted our quotation, the contract between us and the customer shall be concluded. We are then legally mandated to provide our services.

§3. Payment and prices

- I. All of our prices are net prices and in euros, plus VAT and plus packaging and shipping costs, if applicable.
- II. The payment term is 30 days net without deductions (cash discount) after delivery of the invoice. Special agreements are to be made individually and require separate agreement. These are referred to accordingly in the quotation and invoice.
- III. The customer is in default as soon as the above period for payment expires fruit-lessly. During the default, the sum of invoice shall bear interest at nine percent above the respective base interest rate. We reserve the right to make a claim for further damage in the event of default.
- IV. If after conclusion of the contract it is possible that our entitlement to payment is placed at risk due to a lack of service capability on the part of the customer (e.g. an application for the opening of insolvency proceedings), we are entitled to refuse service and, if necessary, after setting a deadline, to exercise our withdrawal from the contract.

§4. Delivery

- I. The delivery date specified in the quotation is an approximate delivery date only unless a binding agreement has been specified. In cases of unforeseeable operational impediments for which we are not responsible (e.g. stoppages of work, weather conditions, procurement difficulties, delays in either delivery or performance by suppliers) as well as in cases of official interventions, force majeure or industrial disputes, binding deadlines shall also be extended by these times plus reasonable periods for the resumption of work.
- II. We inform the customer of the delivery date with the order confirmation. The customer is obliged to take receipt of the goods.

§5. Cooperative obligations and acceptance

- I. The customer is obliged to accept the goods.
- II. Insofar as our service consists of maintenance or repair, the customer is obliged to ensure the appropriate working conditions and safety at the place of repair and/or assembly. The customer is obliged to provide the necessary energy, including the necessary power grid connections, at its own expense. The customer is obliged to accept the order as soon as it has been notified that the order has been completed. Acceptance cannot be refused due to negligible defects. In the event of the straightforward delivery of our product without assembly, the risk pertaining to the item passes to the customer when the product is given to the freight forwarding agent.
- III. If the customer is in default with the acceptance, the acceptance shall be considered to have taken place after five working days have elapsed following the notification of completion.
- IV. If the customer has used our product without acceptance, the acceptance shall be considered to have taken place after five working days have elapsed following the start of use.

§6. Warranty

- I. The legal warranty rights apply; no guarantees are given.
- II. The acceptance initiates the warranty period. The warranty period is limited to 12 months after the date of acceptance.
- III. Defects must be reported immediately in text form; Section 377 of the German Commercial Code +Handelsgesetzbuch (HGB)* applies.

§7. Disclaimer

- I. Claims for damages by the customer are excluded. This does not apply in the event of German Product Liability Act, intentional misconduct, gross negligence and/or injury to life, limb or health or in the event of a breach of essential contractual obligations, i.e. obligations which we are obliged to grant to the customer in accordance with the content and purpose of the contract whose fulfilment makes the proper performance of the contract possible in the first place and on the observance of which the customer generally trusts and may rely.
 - II. A claim for damages due to a slightly negligent breach of the essential contractual obligations is limited to the foreseeable damage, typical for the contract.
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§8. Reservation of title

- I. The delivered goods shall remain our property until full payment (reservation of title) and until the customer has settled all its outstanding payment obligations (also from other, previous or later orders).
- II. The entrepreneurial customer is authorised to resell the goods subject to reservation of title to third parties in the ordinary course of business insofar as it is ensured that payment is made to us and that ownership is not transferred to the third party until the latter has fulfilled its payment obligations.
- III. The customer may not pledge the goods subject to reservation of title or transfer them as collateral without our consent. Any processing or transformation of the reserved goods by the entrepreneurial customer shall be carried out exclusively in the name and in the interests of us, Andresen GmbH. The customer must inform us immediately in the event of attachment, confiscation or other dispositions or interventions by third parties. The customer hereby assigns its outstanding claims from the resale of the reserved goods, including all ancillary rights, to us in full in advance as collateral; we accept this assignment. Until revocation and as long as the customer is not in default, the customer itself is entitled to collect the assigned outstanding claims; however, it is not entitled to dispose of them in any other way, e.g. by assignment.
- IV. Upon request, the customer is required to inform the relevant purchaser of the assignment of the outstanding claims, to furnish us with the documents required to assert our rights vis-a-vis the purchaser, e.g. invoices, and to provide the necessary information. We shall release the collateral to which we are entitled at the customer's request at our discretion insofar as its value exceeds the outstanding claims that are to be secured by more than 20%.

§9. Offsetting and right of retention

The customer shall only be entitled to offsetting rights or a right of retention in the event that its claim has been legally established or is undisputed and its counter-claim is based on the same contractual relationship.

§10. Compliance with sanctions regulations

- I. When reselling our goods, the customer is obliged to comply with the provisions of the Federal Republic of Germany or the European Union regarding sanctions at all times.
 - II. Pursuant to Article 12g of Council Regulation (EU) No. 833/2014, the purchaser of our goods shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, any goods delivered under or in connection with these GTC and/or the purchase contract, which fall within its scope of application.
 - III. Our customer will do its best to ensure that the purpose of paragraph (2) is not frustrated by third parties in the commercial chain, including potential resellers.
 - IV. The customer shall establish and maintain an appropriate monitoring mechanism to detect any conduct by third parties further down the chain, including potential resellers, that may be contrary to the purpose of paragraph (2).
 - V. Any infringement of the above paragraphs constitutes a material violation of an essential component of these GTC and shall lead to the immediate termination of the contractual relations.
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§11. Confidentiality

- I. All of our messages/letters/receipts/emails/annexes may contain confidential and/or proprietary information.
- II. If you are not one of the authorised recipients of any such messages/letters/receipts/emails/annexes or you have received them due to an error, please notify the sender immediately and destroy them.
- III. The unauthorised copying and distribution of messages/letters/emails/annexes is not permitted.

§12. Miscellaneous

- I. The law of the Federal Republic of Germany applies to these general terms and conditions and to the contractual relationship between us and the customer.
- II. The place of jurisdiction is the registered office of Andresen GmbH.

Bargteheide / Germany January 2025
