

## General Terms and Conditions of Sales and Delivery of Paul Leistner GmbH

### 1. Scope of Application

- 1.1. These General Terms and Conditions of Sales and Delivery apply between Paul Leistner GmbH having its registered office in Schwabach (Nürnberg; HRB 45281)– hereinafter referred to as the “Seller” – and entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB) – hereinafter referred to as the “Customer” or “Contracting Party”.
- 1.2. All deliveries, services and offers of the Seller are made exclusively on the basis of these General Terms and Conditions of Sales and Delivery. They form an integral part of all contracts and agreements that the Seller concludes with its contracting partners regarding the deliveries or services offered by the Seller. They shall also apply to all future deliveries, services or offers to the Customer, even if they are not expressly agreed again.
- 1.3. Terms and conditions of the Customer or third parties shall not apply, even if the Seller does not expressly object to their applicability in individual cases. Even if the Seller refers to a letter that contains or refers to terms and conditions of the Customer or a third party, this shall not constitute consent to the validity of those terms and conditions.

### 2. Offers and Conclusion of Contract

- 2.1. All offers of the Seller are subject to change and non-binding unless they are expressly designated as binding or contain a specific acceptance period. Orders or commissions may be accepted by the Seller within fourteen days after receipt.
- 2.2. The legal relationship between the Seller and the Customer shall be governed exclusively by the contract concluded between them, including these General Terms and Conditions of Sales and Delivery.
- 2.3. Supply contracts (order and acceptance) and call-off orders as well as supplements and amendments to written agreements and these General Terms and Conditions of Sales and Delivery shall require written form to be effective. Transmission by e-mail shall suffice to comply with the written form requirement if an ongoing business relationship already exists between the parties and there is no doubt as to the origin of the respective e-mail.
- 2.4. Information provided by the Seller on the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as representations thereof (e.g. drawings and illustrations) are only approximate, unless exact conformity is required for suitability for the contractually intended purpose. They do not constitute guaranteed characteristics, but descriptions or designations of the delivery or service. Customary deviations in the trade and deviations due to legal regulations or technical improvements, as well as the replacement of components by equivalent parts, are permissible insofar as they do not impair suitability for the contractually intended purpose.
- 2.5. The Seller reserves ownership or copyright to all offers and cost estimates submitted by it as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the Customer. The Customer may not make these items accessible to third parties, disclose them, use them itself or through third parties, or reproduce them, either as such or in terms of content, without the express consent of the Seller. Upon request of the Seller, the Customer shall return these items in full and destroy any copies made if they are no longer required in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

### 3. Prices, Payment and Price Adjustment

- 3.1. Prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services shall be charged separately. Prices are in EURO ex works plus packaging, statutory VAT, customs duties for export deliveries, and fees and other public charges.
- 3.2. If the agreed prices are based on the Seller's list prices and delivery is to take place more than four months after conclusion of the contract, the Seller's list prices valid at the time of delivery shall apply (in each case less any agreed percentage or fixed discount).
- 3.3. Invoice amounts shall be payable within ten days without any deduction, unless otherwise agreed in writing. The decisive date for payment is the date of receipt by the Seller. If the Customer fails to pay at maturity, the outstanding amounts shall bear interest at 5% p.a. from the due date; the assertion of higher interest and further damages in the event of default remains unaffected.
- 3.4. Set-off against counterclaims of the Customer or retention of payments due to such claims is only permissible insofar as the counterclaims are undisputed or have been finally adjudicated.
- 3.5. The Seller is entitled to perform outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, circumstances become known that are likely to significantly reduce

the creditworthiness of the Customer and thereby jeopardize payment of the Seller's outstanding claims arising from the respective contractual relationship (including from other individual orders to which the same framework agreement applies).

- 3.6. In the case of contracts with a term of more than 12 months and open-ended contracts, if there is a material change in labor, material or energy costs, each party shall be entitled to demand a reasonable adjustment of the price taking these factors into account.

#### **4. Delivery, Delivery Time and Delay**

- 4.1. Deliveries shall generally be made ex works. For the interpretation of any trade clauses agreed between the parties, Incoterms 2020 shall apply unless these General Terms and Conditions of Sales and Delivery provide otherwise.
- 4.2. Manufacturing-related and customary excess or short deliveries of plus/minus 20% of the total order quantity are permissible. The total price shall change accordingly.
- 4.3. Delivery periods and dates stated by the Seller are always approximate unless a fixed period or fixed date has been expressly promised or agreed. If shipment has been agreed, delivery periods and dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with transport.
- 4.4. Without prejudice to its rights arising from default of the Customer, the Seller may demand an extension of delivery and performance periods or a postponement of delivery and performance dates by the period during which the Customer fails to fulfill its contractual obligations to the Seller. The same applies if agents appointed by the Customer fail to properly fulfill their contractual obligations.
- 4.5. Otherwise, the Seller shall be liable for delay in accordance with the statutory provisions, taking into account the limitations set out in these Terms and Conditions of Sales and Delivery. In the case of simple negligence, the Seller's liability for lost profit and damages due to business interruption resulting from delivery delays is excluded. In cases of slight negligence, damages are limited to additional freight costs, retrofitting costs and, after an unsuccessful grace period or loss of interest in delivery, to the additional expenses for cover purchases. If the expected delay damage exceeds 20% of the value of the quantity affected by the delivery delay, the Buyer is obliged to immediately endeavor to make an appropriate cover purchase or to take advantage of cover purchase opportunities proven by the Seller by withdrawing from the contract for the affected quantity; the Seller shall reimburse the proven additional costs of the cover purchase; otherwise, the Seller's liability for proven delay damage shall be limited to the value of the affected quantity or – if this amount is higher – to EUR 5.000 per case of delivery delay.
- 4.6. The Seller shall not be liable for impossibility of delivery or delivery delays insofar as these are caused by force majeure or other unforeseeable events at the time of contract conclusion (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official approvals, official measures or failure, incorrect or late delivery by suppliers) for which the Seller is not responsible. If such events substantially impede or render delivery or performance impossible and the impediment is not merely temporary, the Seller is entitled to withdraw from the contract. In the case of temporary impediments, delivery or performance periods shall be extended or delivery or performance dates postponed by the duration of the impediment plus a reasonable start-up period. If acceptance of the delivery or service becomes unreasonable for the Customer as a result of the delay, the Customer may withdraw from the contract by immediate written declaration to the Seller.
- 4.7. The Seller is entitled to make partial deliveries if the partial delivery is usable for the Customer within the scope of the contractual purpose, delivery of the remaining ordered goods is ensured and no significant additional expense is incurred by the Customer as a result.
- 4.8. If the Seller is in default with a delivery or service or if delivery or service becomes impossible for any reason whatsoever, the Seller's liability for damages is limited in accordance with Section 9 of these General Terms and Conditions of Sales and Delivery.

#### **5. Long-Term Contracts and Call-Off Orders**

- 5.1. Contracts concluded for an indefinite period may be terminated by the Seller with three months' notice to the end of a month, unless otherwise agreed.
- 5.2. If no binding order quantity has been agreed, the Seller shall generally base its calculation on the expected, non-binding order quantity (target quantity) stated by the Contracting Party for a certain period. If the Contracting Party purchases less than the target quantity, the Seller is entitled to reasonably increase the unit price.
- 5.3. In the case of delivery contracts on a call-off basis, binding quantities must be communicated to the Seller in good time before the delivery date, unless otherwise agreed. In doing so, the Contracting Party must also allow a reasonable period for the Seller to procure raw materials.
- 5.4. Additional costs caused by late call-offs or subsequent changes to call-offs regarding time or quantity by the

Contracting Party shall be borne by it; the Seller's calculation shall be decisive.

**6. Place of Performance, Shipment, Packaging, Transfer of Risk, Acceptance**

- 6.1. The place of performance for all obligations arising from the contractual relationship is Schwabach unless otherwise specified. If the Seller also owes installation, the place of performance is the place where installation is to take place.
- 6.2. The mode of shipment and packaging are subject to the Seller's due discretion.
- 6.3. Risk shall pass to the Customer at the latest upon handover of the delivery item (the start of the loading process being decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This also applies if partial deliveries are made or if the Seller has assumed other services (e.g. shipment or installation). If shipment or handover is delayed due to circumstances attributable to the Customer, risk shall pass to the Customer from the day on which the delivery item is ready for shipment and the Seller has notified the Customer thereof.
- 6.4. Storage costs after transfer of risk shall be borne by the Customer.
- 6.5. The shipment shall only be insured by the Seller against theft, breakage, transport, fire and water damage or other insurable risks at the express request and at the expense of the Customer.
- 6.6. If acceptance is required, the purchased item shall be deemed accepted if the delivery and, if the Seller also owes installation, the installation has been completed, the Seller has notified the Customer thereof with reference to the deemed acceptance pursuant to this Section 6 Clause 6.6 and requested acceptance, 14 working days have passed since delivery or installation or the Customer has commenced use of the purchased item (e.g. put the delivered system into operation) and in this case seven working days have passed since delivery or installation, and the Customer has failed to accept within this period for reasons other than a defect notified to the Seller that renders use of the purchased item impossible or significantly impaired.

**7. Warranty, Defects**

- 7.1. The quality of the delivery item must correspond to what has been agreed between the parties, in particular the agreed specifications and drawings. The decisive point in time is the transfer of risk. If the delivery item is based on drawings submitted by the Customer, the Customer is responsible for the drawings; in particular, it shall be at its expense if the content of the drawing is unclear or can be understood by a specialist differently than intended by the Customer.
- 7.2. The warranty period is one year from delivery or, where acceptance is required, from acceptance, unless the law provides for a shorter or no warranty period. Deviating from this, the statutory warranty periods apply to claims arising from culpable injury to life, body or health and – where there is no case of simple negligence – to fault-based claims for damages to property or financial loss. The Customer must give the Seller the opportunity to inspect the complained delivery items. The warranty covers only defects that already existed at the time of purchase or whose cause existed then, but not product- or usage-related wear and tear.
- 7.3. The delivered items must be carefully inspected immediately after delivery to the Customer or to a third party designated by it. They shall be deemed approved if the Seller does not receive a written notice of defects regarding obvious defects or other defects recognizable during an immediate, careful inspection within five working days after delivery of the delivery item, or otherwise within five working days after discovery of the defect or any earlier point in time at which the defect was recognizable for the Customer during normal use of the delivery item without closer inspection. At the Seller's request, the complained delivery item shall be returned to the Seller carriage paid. In the case of a justified notice of defects, the Seller shall reimburse the costs of the most economical shipping method; this does not apply insofar as the costs increase because the delivery item is located at a place other than the place of intended use.
- 7.4. If acceptance of the goods or an initial sample inspection has been agreed, notice of defects that the Customer could have detected during careful acceptance or initial sample inspection is excluded.
- 7.5. In the event of material defects in the delivered items, the Seller is obligated and entitled, at its discretion exercised within a reasonable period, to remedy the defect or deliver a replacement. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of rectification or replacement delivery, the Customer may withdraw from the contract or reasonably reduce the purchase price.
- 7.6. If a defect is due to the Seller's fault, the Customer may claim damages subject to the conditions set out in Section 9.
- 7.7. In the case of defects in components of other manufacturers that the Seller cannot remedy for licensing or factual reasons, the Seller shall, at its discretion, assert its warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. Warranty claims against the Seller exist in such cases under the other conditions and in accordance with these General Terms and Conditions of Sale and Delivery only if judicial enforcement of the aforementioned claims against the manufacturer and supplier has

been unsuccessful or is hopeless, for example due to insolvency. During the duration of the legal dispute, the limitation period of the relevant warranty claims of the Customer against the Seller shall be suspended.

- 7.8. The warranty shall lapse if the Customer alters the delivery item without the Seller's consent or has it altered by third parties and this makes defect remedy impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs of defect remedy arising from such alteration.
- 7.9. Delivery of used items agreed with the Customer in individual cases shall be made with the exclusion of any warranty for material defects.
- 7.10. Statutory recourse claims of the Customer against the Seller exist only insofar as the Customer has not entered into agreements with its customer that go beyond the statutory defect claims.

## **8. Industrial Property Rights**

- 8.1. The Seller warrants, in accordance with this Section, that the delivery item is free from industrial property rights or copyrights of third parties in the country of manufacture; no such warranty is expressly assumed beyond the country of manufacture. The foregoing sentence does not apply and the Seller assumes no warranty for third-party rights if and insofar as the Seller has manufactured the delivery item according to drawings, models or equivalent descriptions or specifications provided by the Customer and does not know that this infringes third-party rights.
- 8.2. Each contracting party shall immediately notify the other contracting party in writing if claims are asserted against it for infringement of such rights.
- 8.3. If the delivery item infringes an industrial property right or copyright of a third party exclusively in the country of manufacture and a warranty obligation of the Seller exists, the Seller shall, at its discretion and at its expense, modify or replace the delivery item in such a way that no third-party rights are infringed while the delivery item continues to fulfill the contractually agreed functions, or procure the right of use for the Customer by concluding a license agreement. If the Seller fails to do so within a reasonable period, the Customer is entitled to withdraw from the contract or reasonably reduce the purchase price. Any claims for damages by the Customer are subject to the limitations of Section 9 of these General Terms and Conditions of Sales and Delivery.
- 8.4. In the case of legal infringements by products of other manufacturers supplied by the Seller, the Seller shall, at its discretion, assert its claims against the manufacturers and upstream suppliers for the account of the Customer or assign them to the Customer. Claims against the Seller exist in these cases in accordance with this Section 8 and only if such a claim exists under statutory provisions and judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers has been unsuccessful or is hopeless, for example due to insolvency.

## **9. Liability**

- 9.1. The Seller shall be liable for damages or reimbursement of expenses in accordance with the statutory provisions, taking into account the limitations set out in these Terms and Conditions of Sales and Delivery.
- 9.2. The Seller's liability for damages, regardless of the legal basis, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, is limited in accordance with these General Terms and Conditions of Sales and Delivery insofar as fault is relevant.
- 9.3. The Seller shall not be liable in cases of simple negligence by its organs, legal representatives, employees or other agents, unless it concerns a breach of essential contractual obligations. Essential contractual obligations include in particular the obligation to timely deliver and install the delivery item free from material defects as well as advisory, protective and custodial duties intended to enable the Customer to use the delivery item in accordance with the contract or to protect the life or health of the Customer's personnel or the Customer's property from significant damage.
- 9.4. Insofar as the Seller is liable for damages in principle, such liability is limited to damages that the Seller foresaw as a possible consequence of a breach of contract at the time of contract conclusion or should have foreseen with the application of customary care. Indirect damages and consequential damages resulting from defects of the delivery item are only compensable insofar as such damages are typically to be expected when the delivery item is used as intended.
- 9.5. In the case of simple negligence, the Seller's obligation to compensate for property damage and financial loss is limited to an amount of EUR 50,000 per damage event, even if it concerns a breach of essential contractual obligations.
- 9.6. The above exclusions and limitations of liability apply to the same extent in favor of the Seller's organs, legal representatives, employees and other agents.
- 9.7. If the Seller provides technical information or advisory services and such information or advice does not form part of the contractually agreed scope of services owed by the Seller, this shall be done free of charge and with the exclusion of any liability.

- 9.8. The limitations of this Section 9 and these General Terms and Conditions of Sale and Delivery do not apply to the Seller's liability for intentional or grossly negligent conduct, for guaranteed characteristics, for injury to life, body or health, or under the Product Liability Act.

#### **10. Retention of Title**

- 10.1. The retention of title agreed below serves to secure all existing current and future claims of the Seller against the Buyer arising from the delivery relationship existing between the contracting parties (including balance claims from a current account relationship limited to this delivery relationship).
- 10.2. The goods delivered by the Seller to the Buyer remain the property of the Seller until full payment of all secured claims. The goods and the goods replacing them in accordance with this clause and covered by the retention of title are hereinafter referred to as "Retained Goods".
- 10.3. The Buyer shall store the Retained Goods free of charge for the Seller.
- 10.4. The Buyer is entitled to process and resell the Retained Goods in the ordinary course of business until the realization event occurs. Pledges and transfers by way of security are not permitted.
- 10.5. If the Retained Goods are processed by the Buyer, it is agreed that processing shall be carried out in the name and for the account of the Seller as manufacturer and that the Seller shall directly acquire ownership or – if processing is carried out from materials of several owners or the value of the processed item is higher than the value of the Retained Goods – co-ownership (fractional ownership) of the newly created item in the ratio of the value of the Retained Goods to the value of the newly created item. If such acquisition of ownership by the Seller does not occur, the Buyer hereby transfers its future ownership or – in the aforementioned ratio – co-ownership of the newly created item to the Seller by way of security. If the Retained Goods are combined with other items to form a uniform item or are inseparably mixed and one of the other items is to be regarded as the main item, the Seller shall, insofar as the main item belongs to it, transfer proportionate co-ownership of the uniform item to the Buyer in the ratio stated in sentence 1.
- 10.6. In the event of resale of the Retained Goods, the Buyer hereby assigns to the Seller, by way of security, the resulting claim against the purchaser – in the case of co-ownership of the Retained Goods proportionately in accordance with the co-ownership share. The same applies to other claims that replace the Retained Goods or otherwise arise with regard to the Retained Goods, such as insurance claims or claims from tort in the event of loss or destruction. The Seller revocably authorizes the Buyer to collect the claims assigned to the Seller in its own name. The Seller may revoke this collection authorization only in the realization event.
- 10.7. If third parties access the Retained Goods, in particular by seizure, the Buyer shall immediately inform them of the Seller's ownership and notify the Seller thereof in order to enable the Seller to enforce its ownership rights. If the third party is not in a position to reimburse the Seller for the judicial or extrajudicial costs incurred in this connection, the Buyer shall be liable to the Seller for these costs.
- 10.8. The Seller shall, at its discretion, release the Retained Goods and the items or claims replacing them upon request insofar as their value exceeds the amount of the secured claims by more than 30%.
- 10.9. If the Seller withdraws from the contract due to a breach of contract by the Buyer – in particular payment default – (realization event), it is entitled to demand surrender of the Retained Goods.

#### **11. Final Provisions**

- 11.1. The place of jurisdiction for all disputes arising from the business relationship between the Seller and the Customer shall, at the Seller's discretion, be the Seller's registered office or the Customer's registered office. For actions against the Seller, Schwabach (Germany) shall be the exclusive place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected.
- 11.2. The relationship between the Seller and the Customer is governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- 11.3. Insofar as the contract or these General Terms and Conditions of Sales and Delivery contain gaps, those legally effective provisions shall be deemed agreed to fill such gaps which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Sales and Delivery if they had been aware of the gap.

Schwabach, 9th of January 2026

General Management