

GENERAL TERMS AND CONDITIONS

1. SCOPE OF APPLICATION

The deliveries, services and offers of SPALEK Beschlagtechnik GmbH & Co. KG (hereinafter "SPALEK") are made exclusively on the basis of these Terms and Conditions. These apply exclusively vis-à-vis entrepreneurs within the meaning of the German Commercial Code (HGB) and, in this respect, also to future business relationships, even if they are not agreed again expressly.

Purchasing conditions of the customer that deviate from these Terms and Conditions are excluded; they shall only be binding on SPALEK if expressly confirmed in writing by SPALEK, even if reference is made to them in the order. If, in an individual case, the applicability of the customer's purchasing conditions is agreed, SPALEK's Terms and Conditions shall nevertheless apply to the extent that they relate to matters not regulated therein.

2. OFFER, CONCLUSION OF CONTRACT, DIMENSIONS AND PROPERTIES

(1) Deliveries and services are based on SPALEK's offer and/or on SPALEK's written or text-form order confirmation which refers to and/or confirms the customer's order. In the event of immediate performance of the order, the issue of a delivery note or an invoice shall also be deemed an order confirmation. All agreements made at the time of conclusion of the contract and during the course of the contractual relationship must be confirmed in writing or in text form by SPALEK in order to be valid. Unless expressly stated otherwise, all offers made by SPALEK are non-binding. SPALEK is entitled at any time to use third parties as vicarious agents in order to fulfill its obligations.

(2) Documents that form part of the offer such as illustrations, drawings, dimensions, weights and other performance data are only binding if this has been expressly agreed in writing. Orders must be placed in writing or at least in text form. Oral or telephone agreements are only valid if they are confirmed by SPALEK in writing or in text form.

(3) Unless expressly designated otherwise, all delivery and/or performance specifications belonging to an offer by SPALEK – descriptions of condition and quality as well as dimensions and weights – together with any associated samples and prototypes shall only be approximate and applicable within normal industry tolerances.

(4) Details provided by SPALEK regarding dimensions, properties and intended purposes of its products serve only for their description and do not constitute any warranty, warranties of specific characteristics or any other guarantees, unless something different is expressly agreed with the buyer.

3. PRICES AND PAYMENT TERMS

(1) The agreed prices apply plus statutory value added tax. For deliveries, they apply ex SPALEK's distribution warehouse and plus packaging costs, but excluding roll and storage charges, transport insurance and other shipping costs, unless expressly agreed otherwise. The goods shall not be subject to transport risks if this has been separately agreed and only at the customer's expense.

The agreed prices are binding for the agreed delivery period. However, SPALEK reserves the right to reasonably increase the prices for goods that have not yet been pre-produced if SPALEK incurs cost increases of more than 10% due to unforeseeable material price increases and/or exchange rate fluctuations. If acceptance does not take place within the delivery period, SPALEK may increase the prices for goods that have not been pre-produced in line with the additional costs incurred for production, material prices and exchange rate fluctuations.

Payment and transfer costs are borne exclusively by the customer. SPALEK is entitled to determine the allocation of payments. SPALEK is entitled to set off counterclaims without restriction.

In the case of call-off orders and all orders whose execution takes longer than six months, SPALEK reserves the right to subsequently charge a pro rata surcharge to the agreed prices corresponding to changes in cost factors.

(2) Bills of exchange and cheques shall only be accepted by SPALEK on the basis of a special agreement and only free of charge and on account of performance, subject to discounting and with value data on the day on which SPALEK is able to dispose of the countervalue.

(3) In the event of default in payment on the part of the customer, SPALEK shall charge interest – without prejudice to the assertion of further damages – at the interest rate of its respective own bank liabilities, but at least 9 percentage points above the base interest rate of the European Central Bank. The customer is at liberty to prove that SPALEK has incurred no damage or considerably less damage due to the delay.

If the customer is in default, in whole or in part, with payment for a delivery, all claims of SPALEK against the customer shall become due immediately; further deliveries shall then only be made against advance payment or cash on delivery.

(4) The customer's rights of retention or rights to refuse performance in relation to SPALEK's payment claims which do not arise from intentional or grossly negligent breaches of duty by SPALEK or by its vicarious agents are excluded to the extent that the counterclaims on which they are based are not unputed to or have not been finally adjudicated. This exclusion does not apply for as long as SPALEK, in the case of defective partial deliveries or services that have been paid by the customer, is under an obligation to make replacement deliveries or render replacement services in advance of further payment obligations by the customer.

(5) The customer shall only be entitled to set off against SPALEK's payment claims with counterclaims that have been acknowledged by SPALEK or are finally adjudicated.

(6) The agreed payment terms are subject to the condition of a continued positive credit assessment of the customer by a recognised credit agency (e.g. Creditreform, Bürgel, Schufa) and to the existence of insurance cover from SPALEK's trade credit insurer with respect to the claims against the customer.

A material deterioration of the customer's financial situation or creditworthiness exists in particular if

- a subsequent credit report is worse than that on which the contract conclusion was based (at least one category lower),
- the trade credit insurer restricts or cancels cover for claims against the customer as a result of unpaid or repeatedly late payments or other circumstances indicative of payment problems,
- or an application for the opening of insolvency proceedings is filed.

In such cases SPALEK shall be entitled pursuant to section 321 of the German Civil Code (BGB) to refuse its performance until the counter-performance has been effected or appropriate security (e.g. a bank guarantee) has been provided. Insofar as deliveries are already being agreed but not yet carried out, SPALEK shall be entitled, prior to further deliveries, to demand payment step by step against delivery or provision of security. SPALEK may revoke already agreed payment terms with immediate effect.

(7) If the customer requests that delivery be postponed and SPALEK has already incurred procurement costs for the item or cannot itself postpone procurement in time, the customer shall, at SPALEK's discretion, be obligated either to make an advance payment of 50% of the respective delivery value or to pay interest of 9 percentage points above the base interest rate on the respective delivery value, calculated from the due date of the invoice in the case of original delivery according to schedule.

4. CBAM (Carbon Border Adjustment Mechanism)

(1) Scope of Application: These provisions shall apply to the supply of goods falling within the scope of the Carbon Border Adjustment Mechanism (CBAM) pursuant to Regulation (EU) 2023/958 and any implementing acts adopted thereafter.

(2) Cost Pass-Through Principle: To the extent that CO₂-related charges, certificate costs, or legally prescribed default values in connection with the contractual goods due to statutory requirements under CBAM, the Contractor shall be entitled to pass on such costs to the Customer in addition to the agreed price.

(3) Basis of Calculation: CBAM-related costs shall be calculated based on the information available at the time of submission of the offer or order confirmation, in particular:

- the applicable legal provisions in force,
- the underlying emission values (in particular manufacturer-specific or default values), and
- the applicable or projected CO₂ prices (e.g. EU ETS).

(4) Price Adjustment Clause: In the event of changes occurring after conclusion of the contract, in particular due to:

- amendments to legal or regulatory requirements,
- changes in relevant CO₂ prices,
- new or revised emission data along the supply chain, or
- the introduction of an obligation to purchase CBAM certificates.

The Contractor shall be entitled to adjust the resulting additional or reduced costs accordingly and to invoice such amounts separately to the Customer.

(5) Evidence and Transparency: Upon request, the Contractor shall provide the Customer with a comprehensible breakdown of the relevant calculation parameters. There shall be no obligation to disclose confidential supplier or production data.

(6) Incomplete Data: Where complete or reliable emission data are not available at the time of calculation, the Contractor shall be entitled to use lump-sum, industry-standard, or legally prescribed default values. The right to subsequently adjust calculations based on actual data remains reserved.

(7) Supply Chain Costs: The Contractor shall be entitled to pass on CBAM-related cost increases arising within its own supply chain to the Customer, provided such increases occur after conclusion of the contract or were not reasonably foreseeable at that time.

(8) Severability: Should any provision of this section be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that most closely reflects the economic intent of the parties.

5. DELIVERY TERMS, DELAY, FORCE MAJEURE

(1) Delivery terms and other dates stated by SPALEK are non-binding unless something different has been expressly agreed.

(2) Agreed delivery and performance periods commence with receipt of SPALEK's order confirmation by the customer, but not before SPALEK has received all documents to be provided by the customer, in particular delivery and/or performance specifications, and

not before receipt of any agreed advance payment.

(3) Partial deliveries and/or services are permitted; they shall be invoiced separately in accordance with the scope of delivery.

(4) Delays in dates caused by circumstances for which SPALEK is not responsible shall result in a reasonable extension of delivery and performance periods; this also applies if such delays occur in addition to a delay for which SPALEK is already responsible. SPALEK shall inform the customer of such circumstances without undue delay.

(5) In the event of delivery and performance delays for which SPALEK is responsible, the customer must grant SPALEK a reasonable period of grace. If SPALEK is declared readiness to dispatch or perform after the expiry of this grace period, the customer shall be entitled to withdraw from the contract in respect of the part of the delivery or service that has not yet been fulfilled or, if SPALEK's legal representatives or vicarious agents are guilty of intent or gross negligence relating to the delay, to claim damages in lieu of performance for this part; if, in the case of partial delay, the customer proves that partial fulfillment is of no interest to it, the aforementioned rights shall extend to the entire contract.

(6) Delivery and performance delays for which the customer is responsible do not affect agreed payment obligations and payment periods. If the customer is in default of acceptance or culpably breaches other duties to cooperate, SPALEK shall be entitled to demand compensation for the damage incurred by it as a result, including any additional expenses. If the customer definitively refuses acceptance of the goods for reasons for which SPALEK is not responsible, the claim for damages shall amount to at least 15% of the net contract price without SPALEK being obliged to prove the damage; the customer is entitled to prove that SPALEK has incurred no damage or only significantly lower damage.

(7) In the case of call-off orders, if the call-off period is not specified with sufficient precision, it shall end at the end of the current calendar year. If the customer does not call off the goods within the agreed period, SPALEK may, at its discretion, deliver goods already completed without further notice or store them at the customer's expense. Furthermore, SPALEK shall be entitled to set the customer a grace period for acceptance and, if this expires without result, to withdraw from the contract in whole or in part and/or to claim damages.

(8) The following applies to cases of force majeure or non-delivery by suppliers:

(a) Events and circumstances the occurrence or prevention of which lies outside SPALEK's sphere of influence (these include, in addition to natural events, sovereign measures, strikes and lockouts, pandemics, all performance obstacles not attributable to the contracting parties, transport, traffic and operational difficulties – including those and any performance obstacles at suppliers and subcontractors –, as well as shortages, supply bottlenecks and other delays in the procurement of raw materials) shall release SPALEK from its contractual obligations to the extent and for the duration of their existence.

(b) Events or circumstances as defined in subparagraph (a) result in a significant increase in SPALEK's procurement or acquisition costs. SPALEK may, upon proof of such increase, demand an appropriate price increase from the customer even if a fixed price was agreed. If the customer does not agree to such a price increase within a reasonable period for declaration set by SPALEK, SPALEK shall be entitled to withdraw from the contract with regard to the part not yet fulfilled.

(c) If, due to events or circumstances as defined in subparagraph (a), SPALEK is definitively unable to comply with its delivery or performance obligations within a reasonable period, the customer shall be entitled, with respect to the unfulfilled part of the contract and to the exclusion of further claims, to withdraw from the contract. In the same conditions, SPALEK shall have such a right of withdrawal if SPALEK itself has not been supplied with the goods required for performance of the contract and its efforts to restore willingness and ability to deliver, to which it remains obliged, remain unsuccessful within 6 months from the occurrence of the obstacle; this right of withdrawal does not apply if SPALEK has failed to conclude a timely covering transaction required for performance of the contract or is culpably responsible for the non-delivery by its supplier (for example by being in default of payment). In other breaches of duty towards the supplier that entitle the supplier to withhold the goods).

6. SHIPPING AND TRANSFER OF RISK

(1) Deliveries are made – unless stated otherwise – plus the respective shipping and packaging costs. The choice of the route of dispatch as well as the selection of the carrier, the means of transport and the transport route is at the discretion of SPALEK and is made by SPALEK with the due care customary in its own affairs, unless otherwise agreed or unless the customer specifies a route in good time before the end of the delivery period. SPALEK shall choose the type of dispatch at its reasonable discretion without being obliged to select the fastest or cheapest type or route of dispatch.

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon handover; in the case of a sale involving the carriage of goods, upon delivery of the item to the carrier, the freight forwarding agent or the person institution designated to carry out the shipment. The choice of shipping method is made by SPALEK.

It is equivalent to handover if the customer is in default of acceptance. If shipment is delayed at the customer's request or due to the customer's fault, SPALEK shall store the goods at the customer's expense and risk. In this case, notification of readiness for dispatch shall be deemed equivalent to dispatch. Otherwise, the risk shall pass to the customer upon handover of the goods to a carrier or freight forwarder, but at the latest when the goods leave the warehouse.

(3) Delivered goods will not be taken back. Acceptance of returned goods does not constitute agreement to the return.

(4) Mesh boxes are made available by all freight forwarders by way of exchange on a loan basis. Transport packaging can only be returned to SPALEK for recycling if it is sent back to SPALEK carriage paid.

7. PACKAGING

Unless otherwise agreed, the choice of packaging is at the discretion of SPALEK. The packaging will be charged to the buyer at cost price. Packaging will only be taken back if it is delivered free of charge.

8. RETENTION OF TITLE

(1) SPALEK retains title to the goods delivered until full payment of an entire delivery – including partial deliveries.

(2) Processing and transformation of goods subject to retention of title by the customer – which the customer is authorised to do in the ordinary course of business – shall be carried out for SPALEK without creating any obligation for SPALEK; SPALEK shall also retain title to the processed goods in accordance with paragraph (1). In the event of combination, mixing or blending of goods subject to retention of title with other items in the course of their processing, SPALEK shall acquire ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the value of the new item; the customer shall store the new item for SPALEK with the care of a prudent businessman.

(3) Subject to revocation on grounds for which the customer is responsible, the customer is entitled to resell the goods owned or co-owned by SPALEK in the ordinary course of business for resale. In this case, the customer hereby assigns to SPALEK a purchase price claim against the purchaser, including all security and ancillary rights, up to full payment of all SPALEK's claims arising from existing business relations, in the amount of the respective invoice value. In the event of a resale of goods co-owned by SPALEK, this claim, however, only apply to the proportional purchase price claim in the amount of the invoice value of the goods subject to retention of title. The agreement of a prohibition of assignment with respect to the purchase price claim against the purchaser is not permitted.

(4) The assignment pursuant to paragraph (3) is made by way of security with the proviso that the customer remains entitled to collect the purchase price claim against the purchaser for as long and to the extent that it fully meets its payment obligations towards SPALEK and there is no deterioration of its financial circumstances, about which the customer must inform SPALEK without undue delay if applicable. At the request of SPALEK, the customer shall provide SPALEK with all documents and information required to enforce the purchase price claim; upon the occurrence of the circumstances referred to in the first sentence, SPALEK shall be entitled to inform the purchaser of the assignment.

(5) SPALEK undertakes, at the customer's request, to release securities to which it is entitled to the extent that the realisable value of these securities exceeds the claims to be secured by more than 10%; SPALEK shall decide which securities are to be released.

(6) The customer is not entitled to pledge or assign by way of security goods owned or co-owned by SPALEK; in the event of seizures or attachments by third parties, the customer shall disclose the ownership situation to them and inform SPALEK without undue delay, providing all documents essential for an intervention, in order to safeguard SPALEK's rights.

(7) Tools, devices, moulds and the like which SPALEK manufactures or has manufactured in order to fulfil its obligations or on the customer's instructions remain the property of SPALEK, even if the customer bears a portion of the manufacturing costs. The tools, devices and moulds etc. are used exclusively for the customer's orders.

9. NOTICE OF DEFECTS AND WARRANTY

(1) To the exclusion of further claims, the customer shall be entitled, in the event of deliveries or services that are wholly or partially defective, to demand subsequent performance, to the extent of the defectiveness, in the form of rectification or – at SPALEK's discretion – replacement delivery or performance, whereby replacement delivery shall only take place concurrently against return of the defective goods; the customer's right, in the event of total failure of subsequent performance and subject to the other conditions set out herein, to demand a price reduction or damages or reimbursement of expenses or to withdraw from the contract remains unaffected.

As to the quality of the goods, in principle only the manufacturer's product description shall be deemed agreed. Public statements, recommendations or advertising of the manufacturer do not constitute contractual information on the quality of the goods in addition. Furthermore, the initial sample shall be deemed the agreed quality of the goods without restriction, provided it has been approved by the customer.

If, after unsuccessful subsequent performance, the customer chooses damages, the goods shall remain with the customer if this is reasonable for it. In such a case, the damages shall be limited to the difference between the purchase price and the value of the defective item. This does not apply if SPALEK has caused the breach of contract

intentionally or through gross negligence.

If the customer receives defective assembly instructions, SPALEK's liability shall be limited to the obligation to provide non-defective assembly instructions and only if the defect in the assembly instructions prevents proper assembly.

Within the scope of warranty, the customer is obliged, at SPALEK's request, to send the contested goods to SPALEK. SPALEK shall determine the mode of dispatch and bear the costs. If it is shown that the defect does not fall under SPALEK's warranty obligation, the transport costs shall be reimbursed by the customer.

(2) SPALEK must be granted a reasonable period for rectification or replacement delivery or performance; otherwise SPALEK shall be released from its obligations of subsequent performance. The customer must allow SPALEK two attempts at rectification for each defect.

(3) At its discretion, in the case of delivery of third-party products SPALEK shall also be entitled, instead of providing its own replacement delivery pursuant to paragraph (1), first half-sentence, to assign to the customer the warranty claims and any further claims it has against the manufacturer or supplier; SPALEK shall assist the customer in the enforcement of such claims. The provisions of paragraph (1), second half-sentence, apply mutatis mutandis to SPALEK.

(4) If the customer has incorporated the defective goods into another item or attached them to another item in accordance with their nature and intended use, SPALEK shall be obliged, within the scope of subsequent performance, to reimburse the customer for the necessary expenses for the removal of the defective goods and the installation or attachment of the repaired or delivered non-defective goods. This does not apply if the customer was aware of the defect at the time of installation or attachment. If the defect remains unknown to the customer as a result of gross negligence, the customer may only assert claims for the reimbursement of installation and removal costs as well as other claims if SPALEK has fraudulently concealed the defect or has provided a guarantee for the quality of the item.

(5) The statutory duties of inspection and notification of defects of the customer pursuant to section 377 HGB remain unaffected.

If the customer is a non-merchant entrepreneur, it must notify SPALEK in writing or in text form of obvious defects within a period of 2 weeks from receipt of the goods; otherwise the assertion of warranty claims is excluded. The timely dispatch of the notification shall be sufficient for compliance with the deadline. The customer bears the full burden of proof for all prerequisites of the claim, in particular for the defect itself, for the time of its discovery and for the timeliness of the notice of defect.

(6) Claims for defects – with the exception of defect-based claims for damages, for which section 8 below applies – shall become time-barred upon expiry of one year from the time of transfer of the defect. If SPALEK has fraudulently concealed the defect or the quality of the goods to be delivered and this quality is not achieved or SPALEK has fraudulently concealed a defect.

(7) The provisions of sections 445a, 445b BGB in the case of recourse in the supply chain remain unaffected.

10. LIABILITY, EXCLUSION OR LIABILITY, LIMITATION OF LIABILITY

(1) SPALEK shall be liable in accordance with the statutory provisions for damages arising from injury to life, limb or health which are based on a culpable breach of duty by SPALEK, its legal representatives or vicarious agents. Furthermore, SPALEK shall be liable in accordance with the statutory provisions for other damages which are based on intentional or grossly negligent breaches of duty as well as on fraudulent conduct by SPALEK, its legal representatives or vicarious agents. Insofar as the scope of application of the German Product Liability Act (Produkthaftungsgesetz) is opened, SPALEK shall be liable without limitation in accordance with its provisions.

SPALEK shall also be liable within the scope of a quality or durability guarantee if SPALEK has provided such a guarantee with respect to the goods delivered. If damages occur which are based on the fact that the quality or durability guaranteed by SPALEK is lacking, but which do not occur directly on the goods delivered by SPALEK, SPALEK shall only be liable for such damages if the risk of such damage is evidently covered by the quality or durability guarantee given by SPALEK.

(2) If damage arising from delay or from a defect is based on simple negligent breach of an essential contractual obligation – that is, a simple negligent breach of an obligation the fulfilment of which enables the proper performance of the contract in the first place and on whose observance the customer may regularly rely (for example the timely delivery of the goods) – SPALEK's liability shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract. The same shall apply if the customer is entitled to claims for damages in lieu of performance.

(3) No further claims for damages against SPALEK exist (respectively of the legal nature of the asserted claim, SPALEK's liability under paragraph (1) above remains unaffected).

(4) All claims for damages of the customer against SPALEK and its vicarious agents which are not excluded under the above and which are not based on intent or gross negligence, shall become time-barred upon expiry of 2 years; the same shall apply mutatis mutandis if the customer, instead of a claim for damages in lieu of performance, demands reimbursement of futile expenses. By way of derogation, however, claims for damages due to breach of the obligation to provide subsequent performance on the basis of a defect in cases of simple negligence shall become time-barred upon expiry of one year. The limitation period for contractual claims for damages based on a defect begins with the transfer of risk; for all other claims it begins upon knowledge of the occurrence of damage and of the party responsible. For claims based on intentional damage or in cases of mandatory strict liability, e.g. under the German Product Liability Act, limitation shall be governed by the statutory provisions.

(5) The limitation period in the case of recourse in the supply chain pursuant to sections 445a, 445b BGB remains unaffected.

11. DATA PROTECTION

The buyer is hereby informed that SPALEK processes the personal data obtained in the course of its business activities in accordance with the provisions of the German Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR). The data shall only be further processed for the purposes for which it was collected.

12. PATENTS

If goods are manufactured according to the customer's specifications, samples, drawings or designs, the customer shall be responsible for the correctness of the resulting manufacturing specifications and for compliance with patent, utility model and design rights. SPALEK shall not be liable for any consequences arising in this connection. The customer is obliged to indemnify SPALEK against all claims asserted by third parties against SPALEK on account of the possible infringement of such rights by goods manufactured in accordance with the customer's wishes.

13. PLACE OF PERFORMANCE, JURISDICTION, APPLICABLE LAW

(1) The place of performance for deliveries, services and payments is SPALEK's registered office.

(2) The place of jurisdiction is SPALEK's registered office, provided the customer is a merchant, a legal entity under public law or a special fund under public law.

(3) These Terms and Conditions and the entire legal relationship between the parties shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

Should any provision of these Terms and Conditions or any provision within the framework of other agreements be or become invalid, the validity of all other provisions or agreements shall not be affected thereby.

Revisions 2 - effective from 27 March 2026