

# **General Terms and Conditions of Sale and Delivery of Slinet-ASCO GmbH**

**(as of September 12, 2025)**

## **§ 1 Validity**

(1) These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTC") apply to all business relationships between Slinet-ASCO GmbH, Am Pfaffenkogel 9, 83483 Bischofswiesen, Germany (hereinafter referred to as 'Seller') and its customers (hereinafter referred to as "Buyer"). They apply in particular to purchase contracts and contracts for work and materials.

(2) The GTC also apply to all future contracts with the Buyer without the Seller having to point this out in each individual case.

(3) These GTC shall apply exclusively, even if the Seller accepts orders from the Buyer without reservation in the knowledge of the Buyer's terms and conditions, performs services, or refers directly or indirectly to a letter or similar document that contains or refers to the terms and conditions of the Buyer or a third party. Conflicting, deviating, or supplementary terms and conditions of the buyer or third parties shall only apply if the seller expressly agrees to their validity in writing.

(4) These GTC shall only apply if the buyer is an entrepreneur, a legal entity under public law, or a special fund under public law.

## **§ 2 Offer and conclusion of contract**

(1) All offers made by the seller are subject to change and non-binding, unless expressly marked as binding in individual cases. This also applies if the seller's offers contain information on the type, quantities, or price of the contractual products or if the offers contain technical documentation (e.g., drawings, plans, calculations).

(2) The buyer's order is considered a binding offer to enter into a contract. The seller is entitled to accept this offer to enter into a contract within ten (10) business days of receipt by the seller. The seller's acceptance of the offer shall be made in writing or by executing the order.

(3) The contract concluded in accordance with the above sections, including these GTC, fully reflects all agreements between the contracting parties. Verbal commitments made by the seller prior to the conclusion of this contract are not legally binding, and verbal agreements between the contracting parties are replaced by the contract, unless it is expressly stated in each case that they remain binding.

(4) Additions and amendments to the contract, including these GTC, must be made in writing to be effective, whereby an agreement concluded by fax or e-mail satisfies the written form requirement.

(5) Information provided by the seller on contractual products (e.g., weight, dimensions, utility values, load-bearing capacity, and technical data) as well as illustrations (e.g., drawings and illustrations) are not fixed values in the sense of warranted characteristics, but only descriptions or identifications of the contractual product, unless they have been expressly warranted as exact values in offers or order confirmations by the seller or unless exact conformity is a prerequisite for the contractual product to be used for the contractually intended purpose.

(6) The seller reserves the ownership or copyright to all offers and cost estimates submitted by him, as well as to drawings, illustrations, calculations, brochures, catalogs, models, tools, and other documents and aids made available to the buyer. The buyer may not make these items available to third parties, either as such or in terms of their content, disclose them, use them himself or through third parties, or reproduce them without the express consent of the seller. At the seller's request, the buyer must return these items in full to the seller and destroy any copies made if they are no longer required by the buyer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

### **§ 3 Prices and payment, due date, default**

(1) The prices apply to the scope of services and delivery specified in the offer. The prices are quoted in EURO plus statutory sales tax, fees and other public charges, insurance costs, transport and unloading costs, and packaging costs.

(2) If the agreed prices are based on any list prices of the seller 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 an agreed percentage or fixed discount).

(3) If and to the extent that no deviating due date agreement has been made between the contracting parties, the purchase price shall be due for payment as follows:

30% of the total purchase price: 10 days after ordering the contractual products,

70% of the total purchase price: 10 days before delivery of the contractual products.

(4) If the buyer fails to pay when due, interest shall be charged on the outstanding amounts at nine (9) percentage points above the base interest rate p.a. from the due date; the assertion of higher interest rates and further damages in the event of default remains unaffected.

(5) Offsetting against counterclaims of the buyer or withholding payments due to such claims shall only be permissible if the counterclaims are undisputed or have been legally established.

(6) The seller is entitled to make outstanding deliveries or provide outstanding services only against advance payment or security if, after conclusion of the contract, it becomes aware of circumstances which are likely to significantly reduce the buyer's creditworthiness and which jeopardize the payment of the seller's outstanding claims by the buyer from the respective contractual relationship.

(7) In the event of cancellation of an order by the buyer, the seller is entitled to demand lump-sum compensation from the buyer as follows: In the event of cancellation of an order after confirmation of the order, 10% of the invoice amount; in the event of cancellation of an order after invoicing and/or notification of readiness for shipment, 20% of the invoice amount. The buyer has the right to prove that no damage or only minor damage has been incurred.

### **§ 4 Delivery, delay, impossibility**

(1) Deliveries of the contractual products are subject to Incoterm® 2020 "EXW" (manufacturing site of the seller, Am Pfaffenkogel 9, 83483 Bischofswiesen), unless the contracting parties have agreed otherwise in writing in individual cases.

(2) If a different Incoterm® is agreed and the seller ships the contractual products to a destination specified by the buyer, the buyer shall bear all additional costs.

(3) The delivery period shall be agreed individually or specified by the seller upon acceptance of the order. If a delivery or performance period has not been specified or cannot be specified between the contracting parties, the periods customary in the industry shall apply.

(4) Without prejudice to its rights in the event of default by the buyer, the seller may demand that the buyer extend the delivery and performance deadlines or postpone the delivery and performance dates by the period during which the buyer is in default of a material contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely) towards the seller, in particular the obligation to pay the purchase price, and is responsible for this breach of contract.

(5) If the seller is unable to meet binding delivery deadlines for reasons for which it is not responsible (non-availability of the service), the seller shall inform the buyer of this immediately and at the same time notify the buyer of the expected new delivery deadline. If the service is also not available within the new delivery deadline, the seller is entitled to withdraw from the contract in whole or in part; the seller

shall immediately reimburse any consideration already paid by the buyer. Non-availability of the service shall be deemed to exist, for example, in the event of late delivery by suppliers, if the seller has concluded a congruent covering transaction, or in the event of other disruptions in the supply chain, for example due to force majeure, or if the seller is not obliged to procure the goods in individual cases.

(6) If the buyer is in default of acceptance, fails to cooperate, or delays the seller's delivery for other reasons for which the buyer is responsible, the seller is entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs). For this, the seller may charge a flat-rate compensation of 0.5% of the total price per calendar week up to a maximum of 5% in total, beginning with the delivery period or, in the absence of a delivery period, with the notification that the contractual products are ready for shipment.

(7) The seller is entitled to make early delivery.

(8) The method of shipment and packaging are subject to the Seller's reasonable discretion, unless the contracting parties have agreed otherwise in writing in individual cases.

## **§ 5 Retention of title**

(1) The seller retains title to the contractual products sold and delivered until all current and future claims of the seller against the buyer arising from the ongoing business relationship have been paid in full.

(2) The contractual products subject to retention of title may not be pledged to third parties or transferred as security before full payment of the secured claim. The buyer must notify the seller immediately in writing if and to the extent that third parties have access to the goods owned by the seller.

(3) In the event of breach of contract by the buyer, in particular non-payment of the purchase price due, the seller is entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not simultaneously constitute a declaration of withdrawal; rather, the seller is entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. If the buyer fails to pay the purchase price due, the seller may only assert these rights if he has previously set the buyer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

(4) Until revoked in accordance with c) below, the buyer is authorized to resell and/or process the contractual products subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

a) The retention of title extends to the products resulting from the processing, mixing, or combination of the Seller's contractual products and their full value, whereby the Seller is deemed to be the manufacturer. If, in the event of processing, mixing, or combining with third-party goods, the third party's ownership rights remain in force, the seller shall acquire co-ownership in proportion to the invoice values of the processed, mixed, or combined goods. In all other respects, the same shall apply to the resulting product as to goods delivered under retention of title.

b) The buyer hereby assigns to the seller as security all claims against third parties arising from the resale of the goods or products, either in full or in the amount of any co-ownership share, in accordance with the above paragraph. The seller accepts the assignment. The buyer's obligations set out in paragraph 2 also apply with regard to the assigned claims.

c) The buyer remains authorized to collect the claim alongside the seller. The seller undertakes not to collect the claim as long as the buyer meets its payment obligations to the seller, there is no deficiency in its ability to pay, and the seller does not assert its retention of title by exercising its right in accordance with paragraph 3. If this is the case, however, the seller may demand that the buyer disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents, and notify the debtors (third parties) of the assignment. In addition, the seller is

entitled in this case to revoke the buyer's authority to resell and process the goods subject to retention of title.

d) If the realizable value of the securities exceeds the seller's claims by more than 20%, the seller shall, at the buyer's request, release securities of the seller's choice.

## **§ 6 Buyer's claims for defects**

(1) The buyer's claims for defects in material and title shall be governed by the statutory provisions, unless otherwise specified below.

(2) Liability for defects shall be determined by the agreement between the contracting parties regarding the quality and intended use of the products (including accessories and instructions). All product descriptions and manufacturer's specifications that are expressly the subject of the individual contract or were publicly announced by the seller (in particular in catalogs or on its website) at the time of conclusion of the contract shall be deemed to be an agreement on quality in this sense. Only if and to the extent that the quality has not been agreed upon shall the statutory provisions apply to determine whether or not a defect exists (Section 434 (3) BGB).

(3) Deviations customary in the trade and deviations due to legal regulations or technical improvements, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair the usability for the contractually intended purpose.

(4) In the case of contractual products with digital elements or other digital content, the seller is only obliged to provide and, if necessary, update the digital content if and to the extent that this is expressly stated in an agreement on quality. The seller accepts no liability for public statements made by the manufacturer or other third parties in this regard.

(5) The contractual products delivered by the seller comply with the statutory product requirements in Germany, unless expressly agreed otherwise. The seller does not assume any warranty or guarantee with regard to statutory product requirements outside Germany; in particular, the buyer is not entitled to any claims against the seller because statutory product requirements outside Germany are not complied with.

(6) The delivered contractual products must be carefully inspected immediately after delivery to the buyer or to a third party designated by the buyer. They shall be deemed approved if the seller does not receive a written complaint regarding obvious defects or other defects that were recognizable during an immediate, careful inspection, incorrect, excessive, or insufficient deliveries within one (1) to two (2) business days after delivery of the delivery item. In the case of hidden defects, the complaint must be sent to the seller immediately after discovery of the defect within one (1) to two (2) working days. At the seller's request, the rejected delivery item must be returned to the seller carriage paid.

(7) If the delivered item is defective, the seller may first choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by the seller is unreasonable for the buyer in individual cases, the buyer may reject it. The seller's right to refuse subsequent performance under the statutory conditions remains unaffected.

(8) In the case of defects in components from other manufacturers which the seller cannot remedy for licensing or factual reasons, the seller shall, at its discretion, assert its warranty claims against the manufacturers and suppliers on behalf of the buyer or assign them to the buyer. Warranty claims against the seller for such defects shall only exist under the other conditions and in accordance with these GTC if the judicial enforcement of the above-mentioned claims against the manufacturer and supplier has been unsuccessful or is futile, for example due to insolvency. During the duration of the legal dispute, the statute of limitations for the buyer's warranty claims against the seller shall be suspended.

(9) Warranty claims shall not exist in the event of natural wear and tear or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive strain, use of unsuitable operating materials, defective construction work, unsuitable building ground or special external influences not assumed under the contract, as well as in the event of non-reproducible software errors. If the buyer or third parties carry out improper modifications or repair work, there shall also be no warranty claims for these and the resulting consequences.

(10) The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs, as well as any removal and installation costs, shall be borne or reimbursed by the seller in accordance with the statutory provisions and these GTC if a defect actually exists. Otherwise, the seller may demand reimbursement from the buyer for the costs incurred as a result of the unjustified request to remedy the defect if the buyer knew or could have recognized that there was in fact no defect.

(11) Claims by the buyer for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor, and material costs, are excluded if the expenses increase because the object of delivery has subsequently been moved to a location other than the buyer's place of business, unless the move is in accordance with its intended use.

(12) Any delivery of used contractual items agreed with the seller in individual cases shall be made to the exclusion of any warranty for material defects.

## **§ 7 Liability for damages**

(1) The seller shall be liable for damages—regardless of the legal basis—within the scope of fault-based liability in cases of intent and gross negligence. In cases of simple negligence, the seller shall be liable, subject to statutory limitations of liability (e.g., diligence in own affairs; insignificant breach of duty), only

a) for damages resulting from injury to life, limb, or health,

b) for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose fulfillment the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

(2) The limitations of liability resulting from paragraph 1 also apply to third parties and to breaches of duty by persons (including for their benefit) for whose fault the seller is responsible according to statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the contractual products, nor do they apply to claims by the buyer under the Product Liability Act.

(3) Liability for compensation for foreseeable, typically occurring damage is limited to €5,000,000.00 per claim.

(4) Insofar as liability is excluded as stated above, this also applies to the personal liability of the Seller's employees, workers, representatives, organs, and vicarious agents.

(5) The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if the Seller is responsible for the breach of duty.

## **§ 8 Property rights**

(1) In accordance with this § 8, the seller guarantees that the delivery item is free of industrial property rights or copyrights of third parties. Each contracting party shall immediately notify the other contracting party in writing if claims are asserted against it for the infringement of such rights.

(2) In the event that the delivery item infringes a third party's industrial property right or copyright, 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, but the delivery item continues to fulfill the contractually agreed functions, or procure the right of use for the buyer by concluding a license agreement. If the seller fails to do so within a reasonable period of time, the buyer shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the buyer shall be subject to the restrictions of § 7 of these GTC.

(3) In the event of infringements of rights by products from other manufacturers delivered by the seller, the seller shall, at its discretion, assert its claims against the manufacturers and upstream suppliers on behalf of the buyer or assign them to the buyer. In such cases, claims against the seller shall only exist if the judicial enforcement of the aforementioned claims against the manufacturers and suppliers has been unsuccessful or is futile, for example due to insolvency.

## **§ 9 Limitation period**

(1) Notwithstanding § 438 (1) No. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one (1) year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. The special statutory provisions on limitation shall remain unaffected.

(2) The limitation periods in the preceding paragraph shall also apply to contractual and non-contractual claims for damages by the buyer based on a defect in the contractual products, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the buyer pursuant to § 7 (1) a) and b) and under the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

## **§ 10 Final provisions**

(1) The place of jurisdiction for all disputes arising from the business relationship between the seller and the buyer is the seller's registered office. However, the seller is also entitled to sue the buyer at its registered office. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.

(2) The contractual relationship between the seller and the buyer is subject to the substantive law of the Federal Republic of Germany. The applicability of the uniform UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(3) Should one or more provisions of these GTC and the other agreements be or become invalid in whole or in part, or should this agreement contain a loophole, the validity of all other provisions of the GTC or agreements shall remain unaffected. The contracting parties agree to replace the invalid clause with a valid clause that comes closest to the economic meaning and purpose of the invalid provision.