

TERMS AND CONDITIONS OF SALE

EDER MASCHINENBAU GMBH

1. General – Scope of application

- (1) The terms and conditions of sale of EDER Maschinenbau GmbH (hereinafter also referred to as: 'EDER') shall apply exclusively.
- (2) All agreements made between EDER and the Customer (hereinafter also referred to as: 'Buyer', 'Purchaser') for the purpose of executing this Contract are set out in this Contract.
- (3) These terms and conditions of sale only apply to consumers within the meaning of § 13 of the German Civil Code.
- (4) The contracting parties shall confirm any verbal agreements in writing without undue delay. Likewise, all legally relevant declarations and notifications of the Supplier with regard to the Contract shall be made in writing.

2. Offer – Offer documents

- (1) All offers from EDER are subject to change and non-binding. Contractual relationships only come into being when EDER confirms the order in writing.
- (2) Offers, cost estimates, drawings and other documents created by EDER remain the intellectual property of EDER. The Customer requires the express written consent of EDER before passing them on to third parties.
- (3) If the order qualifies as an offer, EDER can accept it within two weeks.

3. Prices

- (1) Unless otherwise agreed, prices are exclusive of packaging and shipping costs.
- (2) The prices of the EDER price list valid at the time of the conclusion of the Contract shall apply, unless otherwise stated in the order confirmation. EDER reserves the right to adjust prices accordingly if, after the Contract has been concluded, costs increase or decrease, in particular due to collective wage agreements, changes in the price of materials or energy, or changes in transport costs, provided that delivery is not to take place within four months of the conclusion of the Contract. In the event of a price increase, this is limited by the price that can be achieved on the market. Proof of cost increases will be provided to the Customer upon request.
- (3) The statutory value added tax is not included in the prices of EDER; it will be shown separately on the invoice at the statutory rate on the day of invoicing.

- (4) The deduction of a discount requires a special agreement in text form.

4. Payments

- (1) Unless otherwise stated in the order confirmation, the purchase price (without deduction) is due for payment immediately. EDER reserves the right – even in ongoing business relationships – to accept an order in whole or in part only against advance payment. The reservation will be declared at the latest with the order confirmation.
- (2) Payments are to be made in cash or by bank transfer.
- (3) In the event of default in payment, interest shall be charged on payments due at a rate of 5 percentage points above the base interest rate.
- (4) The acceptance of partial payments by EDER does not in any case constitute a deferment of the claim.
- (5) The Customer shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or have been recognised by EDER. The Customer is also entitled to set-off against EDER if the Customer asserts complaints or counterclaims from the same Purchase contract.

5. Delivery time

- (1) Delivery times shall only be binding if they have been expressly designated as such by EDER.
- (2) The delivery period shall commence upon conclusion of the Contract or, in the case of provision of materials by the Customer, upon receipt of the materials, but not before clarification of all questions to be determined before the start of production.
- (3) Unless otherwise stated in the order confirmation, delivery 'ex works' is agreed. The delivery period shall be deemed to have been met if the delivery item has been completed in the factory by the time it expires.
- (4) Delivery is subject to timely and proper delivery to us, insofar as EDER has concluded a specific hedging transaction and has not been supplied by the contractual partner of the hedging transaction.
- (5) Compliance with the delivery obligation by EDER also requires the timely and proper fulfilment of the Customer's obligations. The right to claim non-performance of the Contract remains reserved.
- (6) If the Customer is in default of acceptance or if it culpably violates other obligations to cooperate, EDER shall be entitled to demand compensation for the damages incurred, including any additional expenses. Further claims or rights remain reserved.
- (7) If the conditions of paragraph (5) or (6) are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the Customer at the point in time at which the Customer is in default of acceptance or payment.

- (8) The occurrence of a delay in delivery shall in any case require a reminder from the Customer.
- (9) The delivery time shall be extended if the Customer fails to fulfil its contractual obligations when they become due.

6. Force majeure

- (1) A case of force majeure shall be deemed to exist in the event of any unforeseeable, serious event, such as in particular war, cyber attacks, terrorist conflicts, epidemics or pandemics, which is beyond the control of a contracting party and as a result of which a contracting party is prevented in whole or in part from fulfilling its obligations, including fire damage, flooding, strikes, operational disruptions for which they are not responsible, official orders and lawful lockouts.
- (2) In the event of being prevented from fulfilling the contractual obligations, the affected contracting party must notify the other contracting party immediately of the occurrence and the cessation of the force majeure. It shall use its best endeavours to remedy the force majeure and to limit its effects as far as possible.
- (3) The contracting parties undertake to adapt the Contract to the changed circumstances in good faith. For the duration and to the extent of the direct and indirect effect, the contracting parties are released from their obligations under the Purchase contract and therefore do not owe any compensation. In addition, each contracting party may withdraw from the Contract if it is foreseeable that an agreed date of performance will be exceeded by more than six weeks.

7. Transfer of risk – place of performance

- (1) Unless otherwise stated in the order confirmation, delivery 'ex works' is agreed. The place of performance for delivery and subsequent performance is the place of business of EDER.
- (2) Desired shipment is at the expense and risk of the buyer.
- (3) If the Customer so desires, EDER will cover the delivery with transport insurance; the Customer shall bear the costs incurred in this respect.

8. Complaints/Warranty

- (1) The statutory provisions shall apply to the warranty (including wrong and short delivery as well as improper assembly/installation), unless otherwise provided in these GTC or in any other agreement between EDER and the Customer.
- (2) The delivery items are free from material defects if they meet the subjective requirements, the objective requirements and the assembly requirements at the time of the transfer of risk (§ 434 of German Civil Code).
- (3) If the goods contain digital elements or other digital content, EDER shall provide and update the digital content. Goods with digital elements are deemed to be free of material defects in accordance with (2) if they meet the subjective requirements, the objective requirements, the assembly requirements and the installation requirements at the time of the transfer of risk and, with regard to an obligation to update, also during the period of time after paragraph 3

number 2 and paragraph 4 number 2 (Section 475b of the German Civil Code). For material defects in goods with digital elements where the digital elements are provided permanently, Section 475c of the German Civil Code shall apply in addition.

- (4) If the purchased item is defective, EDER will, at its own discretion, either rectify the defect or make a replacement delivery. If the expenses required for the purpose of subsequent performance increase due to the fact that the delivery items were taken to a place other than the agreed place of performance at the instigation of the Buyer, the additional costs incurred as a result shall be borne by the Buyer.
- (5) If the subsequent performance fails, the Customer is entitled, at its option, to demand withdrawal or a reduction in price. However, the Customer's right of withdrawal is excluded if the defect is only insignificant. In addition, the special provisions for withdrawal according to Section 475d of the German Civil Code shall apply.
- (6) The Buyer is only entitled to claims for damages in accordance with Section 9 of these terms and conditions of sale. In addition, the special provision for compensation according to Section 475d of the German Civil Code shall apply.
- (7) The limitation period and the start of the limitation period for claims for defects are based on § 438 of the German Civil Code. In the case of goods with digital elements, § 475e of the German Civil Code shall additionally apply to the limitation period. The following provision of the clause shall apply to the limitation of claims for damages based on defects in the delivery item. 9 para. 7.

9. Claims for damages and limitation of liability

- (1) EDER's liability for damages, regardless of the legal basis (in particular due to impossibility, default, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and unauthorised action), is limited in accordance with this clause 9, insofar as this is based on fault.
- (2) EDER shall not be liable in the event of simple negligence, unless it is a matter of a breach of material contractual obligations (an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely).
- (3) Insofar as the breach of duty attributable to EDER is based on simple negligence and an essential contractual obligation is culpably breached, the liability for damages is limited to the foreseeable damage that typically occurs in comparable cases.
- (4) The liability of EDER for an attributable breach of duty based on intent or gross negligence, for injury to body, life and health as well as for guaranteed characteristics and under the provisions of the Product Liability Act remains unaffected.
- (5) The above limitations of liability also apply to breaches of duty by the legal representatives or vicarious agents of EDER. Insofar as the Supplier's liability is excluded under the above provisions, this shall also apply to the personal liability of EDER's employees and agents.
- (6) In the event of a breach of duty not based on a defect, the Customer may only withdraw from or terminate the contract if EDER is responsible for the breach of duty. Any further right of

termination on the part of the Customer is excluded. In all other respects, the statutory provisions shall apply.

- (7) In the event of injury to life, limb or health, for claims under the Product Liability Act and for those caused by fraudulent conduct, intent, gross negligence or negligent breach of essential contractual obligations by the legal representatives of EDER, its executives or agents, the statutory limitation period shall apply. The limitation period shall commence at the end of the year in which the claim arose and the Customer became aware of the circumstances giving rise to the claim and the person of the obligor, or would have become aware of them had it not acted with gross negligence. If the previous sentences do not apply, the limitation period and the start of the limitation period shall be governed by § 438 of the German Civil Code. In the case of goods with digital elements, § 475e of the German Civil Code shall additionally apply to the limitation period.

10. Securing of retention of title

- (1) EDER retains title to the delivery item until full payment of the agreed purchase price.
- (2) Pledging or transferring ownership of the delivery item to third parties as security is not permitted. The Customer must notify EDER immediately in writing of any seizures or other interventions by third parties so that EDER can take legal action in accordance with § 771 ZPO. Insofar as the third party is not in a position to reimburse the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the Customer shall be liable for the loss incurred by EDER.

11. Governing law

The law of the Federal Republic of Germany shall apply; the application of the UN Sales Convention is excluded.

12. Incompleteness clause

Should any of the above provisions be void for any reason, the validity of the Contract and all other provisions and liabilities shall remain unaffected.

As of 09/2024