

General Terms and Conditions of Delivery and Payment of Capol GmbH

1. Scope of Application; Applicability

- 1.1 These General Terms and Conditions of Delivery and Payment (the "LZB") of Capol GmbH, Otto-Hahn-Straße 10, 25337 Elmshorn ("we" or "us"), apply to all of our offers, contracts, deliveries and other services, including any ancillary services associated therewith (collectively: "Deliveries"; for tangible items also "Goods") to, or with, entrepreneurs (Section 14 of the German Civil Code (BGB)), legal entities under public law or special funds under public law (collectively: "Customers"). The LZB also apply as a framework agreement to all future business relationships with, and Deliveries to, Customers, even if they are not expressly agreed again.
- 1.2 Upon the Customer placing an order, or at the latest upon the Customer accepting a Delivery, the LZB shall be deemed accepted. We hereby expressly object to any deviating, conflicting or supplementary terms and conditions of our Customer; such terms shall apply only if and to the extent we have expressly acknowledged them in writing. This also applies if we perform a Delivery without reservation and/or if we participate in electronic platforms or other electronic/automated procedures of the Customer and in doing so activate system-required selection fields; this shall not constitute a legally binding acceptance of the Customer's terms of use or other general terms and conditions.
- 1.3 References to the applicability of statutory provisions are for clarification only. Accordingly, statutory provisions shall apply even without such clarification, unless they are directly amended or expressly excluded in these LZB.
- 1.4 The invalidity of individual provisions of the LZB shall not affect the validity of the remaining provisions.
- 1.5 Any individual agreements made with the Customer in a specific case (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these LZB. For evidentiary purposes, the content of such agreements shall be recorded in writing.

2. Conclusion of Contract; Documents; Intellectual Property Rights; Tools

- 2.1 Our offers are subject to change and non-binding; in particular, we reserve the right to change products, prices and other conditions. A contract is concluded only when we confirm the Customer's order or purchase order in writing. The timing, type and scope of our Delivery are governed exclusively by our written order confirmation. If an order is placed for only part of the overall offer, prices must be requested anew. If we do not confirm the order in writing, the contract shall be concluded at the latest upon performance of the order under the application of our LZB. **We point out that our employees or representatives entrusted with providing Deliveries are not authorised to make oral ancillary agreements or give oral assurances that go beyond the content of agreements already concluded. Accordingly, such statements made by our employees or representatives by telephone or orally require our express written confirmation to be legally effective.**
- 2.2 Acceptance of an offer—and each Delivery as well—is subject to the condition that performance of the contract is not prevented by obstacles arising from national or international foreign trade or chemicals/environmental law regulations, and that no embargoes (and/or other sanctions) apply (see also Clause 10).
- 2.3 We retain ownership and any intellectual property rights, in particular copyright, in cost estimates, drafts, drawings, models, samples, concepts, designs and other documents. These offer documents may not be altered and may be made accessible to third parties only with our consent; they must be returned at any time upon request, and in any event if the order is not placed with us.
- 2.4 If we deliver items based on drawings, models, samples or other documents provided by the Customer, the Customer warrants that (i) no third-party rights are infringed and (ii) products of the Customer based thereon comply with applicable legal requirements, in particular product safety regulations, and (iii) all required approvals have been obtained. If third parties prohibit us from supplying the Customer (e.g., by invoking intellectual property rights or other legal violations), we are—without being obliged to examine the legal situation—entitled to cease any further activity in this respect and to claim damages in accordance with statutory provisions (see also

Clause 8.3). The Customer also undertakes to indemnify and hold us harmless, without undue delay and within the scope of its liability, from all third-party claims related to the specifications and documents provided by the Customer.

- 2.5 We are entitled to procure the material for the entire order and to manufacture the entire order quantity immediately. Any requested changes by the Customer can therefore no longer be taken into account after the order has been placed, unless this has been expressly agreed.

3. Description of Performance

- 3.1 The characteristics of the delivered items and Deliveries are conclusively defined by expressly agreed performance features (e.g., specifications, markings, approvals, other information). A warranty or guarantee for a particular purpose or suitability, useful life, durability, functionality, compatibility, other subjective or objective requirements, or conformity with samples or specimens is assumed only to the extent expressly agreed in writing; otherwise, the risk of suitability and use lies exclusively with the Customer. No characteristics other than the agreed characteristics are owed. We reserve the right to implement minor deviations that are legally required or technically unavoidable, in particular for measurement reasons, from physical and chemical parameters, including colours, formulations, chemical composition, processes and the raw materials used, provided this is not unreasonable for the Customer.
- 3.2 Information regarding delivered items (e.g., in catalogues, product information, electronic media or on labels) is based on our general experience and knowledge and constitutes guideline values or descriptions only, but not warranties or guarantees. Neither such information nor expressly agreed performance features or purposes of use releases the Customer from testing the suitability of the product for its intended purpose of use.
- 3.3 Information on the characteristics, shelf life and possible uses of our delivered items does not constitute any guarantees, in particular not within the meaning of Sections 443, 444 BGB, unless they are expressly designated as such in writing.
- 3.4 If specifications exist, all Deliveries (including samples) correspond to the specified values. For novel delivered items, stated analysis values are typical values only and serve the product description. All samples are non-binding type samples.

4. Delivery Terms and Delivery Time

- 4.1 Information on delivery times is—also where a delivery date has been agreed with the Customer—approximate only and non-binding, unless the delivery date has expressly been agreed in writing as a fixed date, i.e., it has been determined in writing that, after expiry of the date, the Customer no longer has any interest whatsoever in the Delivery. The delivery period is deemed complied with if, by its expiry, the delivered item has left our works or we have notified the Customer that it is ready for dispatch. The delivery period shall not commence until the Customer has duly fulfilled its obligations and duties, such as providing technical data and documents, product approvals in accordance with agreed initial sampling processes, permits, as well as any agreed down payment or the provision of a payment guarantee.
- 4.2 We are entitled to make partial Deliveries, provided this is not unreasonable for the Customer.
- 4.3 If we are unable to meet bindingly agreed delivery periods for reasons beyond our control, we will inform the Customer without undue delay and at the same time notify the Customer of the expected new delivery period. If the Delivery is also not available within the new delivery period, both parties are entitled to withdraw from the contract in whole or in part; if the Customer has already provided consideration, we will refund it without undue delay in the event of withdrawal. In this sense, non-availability of performance includes, in particular, late self-supply by our supplier, provided we have concluded a congruent cover transaction in the customary scope of the industry, neither we nor our supplier are at fault, and we have not assumed a specific procurement risk in the individual case. Our liability in accordance with Clause 8 remains unaffected.
- 4.4 We are not obliged to take back sold, but non-defective, Goods.
- 4.5 The filing for the opening of insolvency proceedings or comparable

proceedings under foreign law, the submission of an asset disclosure, occurring payment difficulties, or becoming aware of a material deterioration of the Customer's financial situation entitle us to suspend Deliveries and to refuse performance of ongoing contracts, unless the Customer effects consideration in advance or provides reasonable security at our request.

4.6 Delivery and transfer of risk shall be "ex works" (EXW INCOTERMS 2020), unless otherwise expressly agreed; this is also the place of performance (including for any subsequent performance).

4.7 In our commercial invoices relating to Deliveries, we limit ourselves to foreign trade law information such as non-preferential origin and the statistical commodity code. As a rule, we do not issue long-term supplier declarations with preferential origin status. Import of Goods depends on the non-preferential origin. Such proof of origin generally does not confer any customs advantages.

5. Retention of Title

5.1 Until all of our present and future claims against the Customer arising from Deliveries and the ongoing business relationship have been settled in full, including contingent claims and ancillary claims (the "**Secured Claims**"), we retain title to the Goods delivered to the Customer (the "**Goods Subject to Retention of Title**"). If registration of the retention of title in a public register is required or if the effectiveness of the retention of title otherwise requires the Customer's cooperation, the Customer undertakes to perform the necessary acts of cooperation at its own expense. In the case of a running account, the retained title shall serve as security for our balance claim.

5.2 The Customer shall handle the Goods Subject to Retention of Title with the care of a prudent businessperson and is obliged, at its own expense, to insure them adequately against fire, burglary and other customary risks. Prior to full satisfaction of the Secured Claims, the Goods Subject to Retention of Title may neither be pledged to third parties nor assigned by way of security. The Customer must notify us in writing without undue delay if and insofar as third parties (e.g., by attachment) gain access to the Goods Subject to Retention of Title.

5.3 In the event of a breach of contract by the Customer, in particular non-payment of the purchase price when due, we are entitled, in accordance with statutory provisions, to withdraw from the contract and/or to demand return of the Goods Subject to Retention of Title on the basis of the retention of title. A demand for return does not also constitute a declaration of withdrawal; rather, we are entitled merely to demand return of the Goods while reserving the right to withdraw. If the Customer does not pay the purchase price when due, we may assert these rights only if we have previously set the Customer a reasonable period for payment or if setting such period is dispensable under statutory provisions.

5.4 Until revoked (see below lit. c), the Customer is entitled to resell and/or process or mix the Goods Subject to Retention of Title in the ordinary course of business. Use to perform contracts for work and materials by the Customer shall be equivalent to resale. In these cases, the following provisions shall apply in addition:

- a) The retention of title shall extend to the products resulting from processing, mixing or combining the Goods Subject to Retention of Title in their full value, whereby we shall be deemed the manufacturer. If, in the event of processing, mixing or combining with third-party goods, the third party's ownership right remains, we shall acquire co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the Goods Subject to Retention of Title.
- b) The Customer hereby assigns to us, as security, claims against third parties arising from the resale of the Goods Subject to Retention of Title or the product manufactured therefrom, in the amount of our respective co-ownership share pursuant to the above letter a). We accept such assignment. The Customer's duties set out in Clause 5.2 shall apply accordingly also with regard to the assigned claims.
- c) The Customer shall remain authorised, alongside us, to collect the claim. We undertake not to revoke the Customer's authority to resell and collect as long as the Customer (i) is not in default, in whole or in part, vis-à-vis us with respect to performance of the secured payment obligations, (ii) is not experiencing payment difficulties due to a material deterioration of its financial circumstances, and (iii) duly fulfils its other contractual obligations towards us. In the event of

revocation, the Customer is obliged, upon our first written request, to inform us of the debtors of the assigned claims, to provide all necessary documents and to notify the debtors of the assignment.

5.5 If the realisable value of the existing securities exceeds the nominal value of our claims against the Customer by more than 10%, we will, at the Customer's request, release securities of our choice.

6. Prices and Payment

6.1 Our prices are stated in EUR and apply for delivery EXW INCOTERMS 2020 (agreed place of delivery), plus any VAT due by law and, where applicable, transport and packaging costs. In the case of permissible partial Deliveries, each Delivery may be invoiced separately. If no prices were agreed upon conclusion of the contract, our prices valid on the date of conclusion of the contract shall apply.

6.2 Unforeseen changes in raw material, labour, energy and other costs for which we are not responsible entitle us to make corresponding price adjustments.

6.3 Our invoices are due immediately and payable without deduction.

6.4 We are not obliged to accept bills of exchange, cheques or other payment undertakings; acceptance shall always be on account of performance only.

6.5 The date of receipt of payment shall be the day on which the amount is available to us or credited to our bank account. In the event of default in payment by the Customer, we are entitled to charge interest for the period of default at the statutory rate (for payment claims: 9 percentage points above the base interest rate). This does not restrict the right to assert further claims for compensation (e.g., the default lump sum pursuant to Section 288 (5) BGB in the amount of EUR 40) or to exercise other rights.

6.6 In addition, in the event of the Customer's default in payment, we may, at our option, declare any outstanding remaining instalments of the purchase price or other claims against the Customer immediately due and payable, and make further Deliveries under the same contract or under other contracts conditional upon prior provision of security or payment concurrently with delivery.

6.7 We do not pay interest on advance or instalment payments.

6.8 The Customer is entitled to set-off (including invoice deductions) or withhold payments only if its counterclaim is undisputed or has been finally adjudicated. Clause 7.4 remains unaffected.

7. Warranty (Claims for Defects)

7.1 The Customer's rights in the event of material defects and defects of title in Deliveries are governed by statutory provisions, unless otherwise specified below. In all cases, statutory provisions remain unaffected in the event of final delivery of unprocessed Goods to a consumer.

7.2 Warranty claims of the Customer require that the Customer has duly complied with its duties to inspect and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB), i.e., that the delivered Goods must be inspected without undue delay and defects must be notified to us without undue delay, or, if a defect becomes apparent later in the ordinary course of business, the defect must be notified to us without undue delay after discovery, in particular—where applicable—before processing begins.

7.3 If delivered Goods are defective, we may initially choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a non-defective item (replacement delivery). Our right to refuse subsequent performance under statutory requirements remains unaffected. The Customer may reject subsequent performance if it is unreasonable for the Customer.

7.4 We are entitled to make subsequent delivery conditional upon the Customer paying the price owed by it. In the event of defects, the Customer shall have a right of retention only to the extent it is reasonable in relation to the defects and the counterclaim arises from the same contractual relationship.

7.5 The Customer must grant us the time and opportunity required for subsequent performance, in particular by handing over or making available the complained Goods for inspection purposes. Upon request, the Customer shall provide us with a quantitatively sufficient, unmixed sample of the complained Goods in a suitable

sample container for testing. In the event of replacement delivery, the Customer must return the defective Goods in accordance with statutory provisions. Subsequent performance does not include removal of the defective Goods or reinstallation, if we were not originally obliged to install them.

- 7.6** The Customer shall be entitled to withdraw from the contract or to demand a reduction of the price only if the defect cannot be remedied within a reasonable period to be set by the Customer, if subsequent performance involves disproportionate costs, is unreasonable, or must otherwise be regarded as having failed. In the case of insignificant defects, however, the Customer shall not have a right of withdrawal.
- 7.7** If the Customer's request to remedy a defect turns out to be unjustified, we may request reimbursement from the Customer of the costs incurred as a result (in particular inspection and transport costs), unless the absence of a defect was not recognisable to the Customer.
- 7.8** Claims for defects do not exist, in particular, in the case of normal wear and tear, or if the defect is attributable to a breach of operating, maintenance, assembly or installation instructions, unsuitable or improper use or storage by the Customer, or interference by third parties.
- 7.9** Claims for damages and reimbursement of expenses may be asserted only in accordance with Clause 8 and are otherwise excluded.

8. Liability (Claims for Damages) and Limitation Period

- 8.1** We shall be liable without limitation for claims for damages of any kind, in particular also for culpa in contrahendo, breach of duty and tort, to the extent intent or gross negligence is attributable to us, our legal representatives or our vicarious agents. The same applies if we fraudulently conceal a defect or to the extent of a guarantee assumed by us. Liability limitations also do not apply in the case of liability under mandatory statutory provisions (e.g., the German Product Liability Act, as well as Sections 445a, 445b, 478 BGB).
- 8.2** In the event of damage resulting from injury to life, body or health, or from breach of essential contractual obligations (cardinal obligations), we shall also be liable for slight/simple negligence. An obligation is essential if its fulfilment enables the proper performance of the contract in the first place and the Customer regularly relies and may rely on its compliance. In the event of a breach of essential contractual obligations, however, our liability shall be limited to the foreseeable, contract-typical average damage according to the nature of the breach of duty. Otherwise, and subject to the cases in Clause 8.1, our liability for slight/simple negligent breaches of duty is excluded. The above limitation of liability shall also apply to breaches of duty by our employees, staff, corporate bodies, representatives and agents or vicarious agents.
- 8.3** We shall be liable for infringements of intellectual property rights in connection with Deliveries in accordance with the above provisions of this Clause 8, provided that, with contractual use of the delivered item, such rights are infringed that are valid in the Federal Republic of Germany and/or at the place of performance and are published at the time of our Delivery. This does not apply insofar as we have manufactured the delivered item according to designs, drawings, models or other descriptions or information provided by the Customer, the Customer has provided or selected ingredients, parts or components and we did not know and should not have known that this would infringe third-party rights. The Customer is obliged to inform us without undue delay of any possible or alleged infringements of intellectual property rights that become known to it.
- 8.4** For claims for defects in the delivered Goods under Clause 7, the general limitation period shall, deviating from Section 438 (1) no. 3 BGB, be one year from handover or, if the Customer must collect the delivered item, from notification of readiness for dispatch, or from acceptance, if acceptance has been agreed. The one-year limitation period shall also apply to contractual and non-contractual claims for damages by the Customer based on a defect in the Goods, unless application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in the individual case. In any event, the statutory limitation periods for the Customer's claims for damages pursuant to Clauses 8.1 and 8.2, to the extent specified there, remain unaffected.

9. Compliance, Recalls and Foreign Trade Law

- 9.1** The Customer is obliged to comply with applicable foreign trade law provisions, in particular applicable German, EU and US export control regulations. In connection with our Deliveries, the Customer also undertakes to comply with all laws applicable to it. This includes, in particular, refraining from transactions related to ABC weapons or military end use, maintaining neither direct nor indirect business or other connections to terrorists, terrorist organisations or other criminal or anti-constitutional organisations, and ensuring, by suitable organisational measures, the implementation of applicable embargoes, applicable European regulations to combat terrorism and crime, as well as corresponding US or other applicable provisions within its business operations, in particular through appropriate software systems. Once Goods have left our respective premises, the Customer alone is responsible for compliance with the above provisions and shall indemnify us from all claims and costs incurred by us due to a corresponding legal breach by the Customer, its affiliated companies, or its employees, representatives or vicarious agents—including reasonable attorneys' and advisers' fees or administrative fees or fines—unless the Customer is not responsible for this.
- 9.2** If either party reasonably believes that a mandatory or tacit recall on a voluntary basis, a large-scale voluntary exchange of delivered products, or a return of substantial inventory at the Customer and/or intermediaries, or a comparable measure (collectively: "**Recall**") is necessary in relation to the subject matter of the Deliveries, the parties shall coordinate the procedure with each other in good faith. Each party shall designate a contact person for communications related to the Recall.
- 9.3** To the extent that our Deliveries to the Customer include products or goods falling within the scope of Article 12g of Regulation (EU) 833/2014 or Article 8g of Regulation (EC) 765/2006, each as amended from time to time, the following shall additionally apply:
- The Customer is prohibited from any direct or indirect sale, export or re-export of Deliveries falling within the scope of Article 12g of Regulation (EU) No. 833/2014 or Article 8g of Regulation (EC) 765/2006, each as amended from time to time, to the Russian Federation or Belarus, or for use in the Russian Federation or Belarus.
 - The Customer shall use its best efforts and ensure, by appropriate and reasonable measures, that the purpose of the rule in lit. a) is not circumvented by third parties at downstream levels of the supply or distribution chain. This includes, in particular, ensuring by contract or organisational measures that resellers, dealers or other purchasers do not make Deliveries or provide supplies for purchasers in the Russian Federation or Belarus or for use in the Russian Federation or Belarus.
 - To comply with these obligations, the Customer shall establish and maintain an appropriate control and monitoring procedure to identify actions or circumstances that could be contrary to the purpose of lit. a). The scope of monitoring shall be based on the nature, risk and distribution structure of the goods.
 - Any culpable breach of an obligation under lit. a) to lit. c) constitutes a material breach of an essential contractual obligation. In the event of such breach, we are therefore entitled to suspend further Deliveries to the Customer with immediate effect and to terminate any orders that have not yet been fully performed, and to claim damages in accordance with statutory provisions. The assertion of further rights, in particular immediate termination of the entire business relationship, remains reserved.
 - The Customer shall inform us without undue delay in text form of any circumstances, difficulties or findings indicating a possible or actual breach of lit. a) to lit. c), including any relevant third-party activities that could frustrate the purpose of lit. a). Upon request, the Customer shall provide us, within two weeks of informal request, with appropriate information and evidence of compliance with the above obligations.

10. Place of Performance; Jurisdiction; Other Provisions

- 10.1** The Customer is entitled to assign its claims arising from the contractual relationship with us only with our prior consent;

Section 354a HGB remains unaffected.

- 10.2** "In writing" / "written form" within the meaning of the LZB means written form (Section 126 BGB) or text form (Section 126b BGB). Legally relevant declarations and notices that the Customer must submit to us in connection with Deliveries (e.g., setting deadlines, notices of defects, declarations of withdrawal or price reduction) must be made in writing. Statutory form requirements and the requirement to provide further evidence, in particular in case of doubts regarding the declarant's authority, remain unaffected.
- 10.3** Exclusive place of jurisdiction for all claims and disputes arising out of or in connection with our Deliveries is Elmshorn. This place of jurisdiction also applies to disputes regarding the formation and validity of the contractual relationship. However, we are also entitled to sue the Customer at the courts having jurisdiction at its registered office.
- 10.4** If the Customer has its registered office outside the Federal Republic of Germany, we are, at our option, additionally entitled to have all claims, disputes or disagreements arising from business relationships with the Customer finally decided, to the exclusion of the ordinary legal recourse, in accordance with the Arbitration Rules of the German Arbitration Institute (DIS). The seat of the arbitral tribunal shall be Frankfurt. The arbitration proceedings shall be conducted in German, unless the Customer requests English as the language of the proceedings. The substantive law applicable to the merits shall be German law.
- 10.5** These LZB and all Deliveries shall be governed exclusively by the law of the Federal Republic of Germany, excluding its conflict-of-law rules to the extent they refer to the application of another legal system, and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other bilateral or multilateral agreements serving to harmonise international sales law.

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