General Terms and Conditions of Sale
Kahl & Schlichterle GmbH & Co. KG
July 2026

1. General Terms, Scope of Application,

(1) Where the Purchaser is acting in the course of his business within the meaning of §14 of the German Civil Code (BGB), is a public law entity or a federal special fund the following terms and conditions (hereinafter Terms) shall apply exclusively to all transactions between ourselves and the Purchaser.

(2) These Terms shall apply in particular to the sales and/or delivery of movable goods (hereinafter "Equipment") irrespective of whether such Equipment is manufactured by us or procured from suppliers (§§433, 650 of the German Civil Code (BGB)). Except where otherwise agreed the Terms in force at the time the Purchaser places his order, alternatively the version last provided to the Purchaser in text form, shall constitute the legal framework for all future purchases of a similar kind without us being required to indicate their application for each individual transaction.

(3) Any terms of the Purchaser which contradict or deviate from the terms and conditions below shall only apply where we have expressly agreed to the same in writing. Our consent is required without exception, for example where, on notice of the Purchaser's general terms and conditions, we execute the supply without reservation.

(4) Material declarations and notifications to be submitted by the Purchaser after the contract has been concluded (e.g. the setting of deadlines, notification of defects, notices of rescission or deductions) shall only be valid when submitted in writing or in text form. Mandatory form requirements and other verifications to include the authority of persons acting shall remain unaffected.

(5) Insofar as is necessary for the handling of our business we are entitled to store and process the Purchaser's data in electronic form to the extent permitted by data protection laws.

2. Contractual Declarations

(1) The range of products and services we offer is subject to change without notice. This also applies where we have provided the Purchaser with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN Norms), other product descriptions or documents – in any manner including in digital format. We reserve title and copyright to samples, cost estimates, drawings and similar information in tangible and non-tangible form (including digital format). They must not be disclosed to third parties.

(2) The purchase order placed by the Purchaser shall be deemed a binding offer. Except where otherwise provided in the purchase order the order shall be capable of acceptance for a 4-week period beginning on the date of receipt of the order.

(3) Acceptance will be communicated in text form (e.g. the order acknowledgement) or will be deemed on supply of the Equipment to the Purchaser.

(4) Where reference is made to trade terms in accordance with the International Commercial Terms (INCOTERMS), the INCOTERMS 2020 shall apply.

3. Delivery, Risk, Delay in Acceptance, Part Deliveries

(1) Except where otherwise agreed the Equipment will be supplied EXW our warehouse which is also the place of performance for delivery of the Equipment and for any supplementary performance. At the request and the expense of the Purchaser the Equipment will be shipped to another destination (sale by delivery to a place other than the place of performance). Except where otherwise agreed we shall be entitled to determine the method of shipment (in particular the shipping company, shipping route and packing) and/or prepare the necessary documentation for the export of the Equipment on behalf of the Purchaser.

(2) The risk of accidental loss and deterioration of the Equipment shall pass to the Purchaser on delivery at the latest. In the event of a sale by delivery to a place other than the place of performance the risk of accidental loss and deterioration of the Equipment as well as the risk of delay shall pass to the Purchaser on surrender of the Equipment to the shipper or freight forwarder or any other person instructed to undertake shipment. Where acceptance of the Equipment has been agreed, risk shall pass on the date of acceptance.

(3) Where the Purchaser is in delay of acceptance of the Equipment or fails to undertake acts of assistance or where delivery is delayed for other reasons for which the Purchaser is responsible, we shall be entitled to demand compensation for damages incurred as a result including additional expense (e.g. storage costs).

(4) Supply of the Equipment or services by installment is permitted except where unreasonable for the Purchaser

4. Act of God, Export Control, No Russia / Belarus Clause

(1) In the event of an act of God which affects either us or our suppliers, we are entitled to suspend performance of our obligation to deliver for the duration thereof. The same shall apply in the event of a shortage of energy, raw materials, strikes, pandemics, epidemics, enactments passed by the authorities or interruptions of operations or transit. Where there is a considerable change in the circumstances prevalent at the formation of the contract which renders performance unreasonable, we reserve the right to rescind the contract.

(2) The performance of our obligations is subject to their compliance with national and international trade legislation, sanctions and embargoes.

(3) The Purchaser shall not sell, export, or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Equipment supplied under on in connection with the contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

(4) The Purchaser shall not sell, export, or re-export, directly or indirectly, to Belarus or for use in Belarus any Equipment supplied under on in connection with the contract that fall under the scope of Article 8g of Council Regulation (EU) No 765/2006.

(5) The Purchaser undertakes to comply with all applicable export control regulations, in particular the regulations applicable in the Federal Republic of Germany, the European Union and the USA as well as all relevant embargo regulations. We reserve the right to require the Purchaser to sign an End-Use-Declaration where required by law.

5. Term of Delivery, Delay

(1) The term of delivery shall be agreed on a case-by-case basis alternatively we will advise the delivery term on order acceptance.

(2) The commencement of the delivery term quoted shall be subject to clarification of all technical matters and proper and timely performance by the Purchaser of its obligations (including advance payments).

(3) Where we are unable to fulfill binding delivery dates for reasons for which we are not responsible (non-availability of performance), we shall notify the Purchaser without delay and at the same time inform the Purchaser as to the new estimated delivery date. Where performance is still not possible by the new delivery date, we are entitled to rescind the contract in part or in whole; we will immediately reimburse any consideration already provided by the Purchaser. For the purposes of this clause non-availability of performance shall include the failure of our suppliers to supply us on time despite us having placed a corresponding order to cover the transaction as well as other disruptions in the supply chain or where, in isolated cases, we have no procurement obligation under the contract.

(4) Where we fail to deliver upon an agreed delivery date and such failure is caused by an act or omission on our part the Purchaser shall grant us an extension in text form of not less than 4 weeks. Where upon the expiry of the grace period, delivery is still not forthcoming and the Purchaser desires to rescind the contract or demand damages in lieu of performance, the Purchaser shall prior thereto set a final and reasonable deadline in text form expressly indicating his intention. The Purchaser is obliged at our request to declare within a reasonable period whether he shall rescind the contract due to the delay in delivery and/or demand damages in lieu of performance or insist upon performance.

(5) Purchaser’s rights in accordance with Paragraph 9 of these Terms and our statutory rights, regarding the preclusion of our performance obligation (e.g. where performance or supplementary performance is frustrated or becomes unreasonable) shall not be affected by the aforesaid.

6. Price and Payment Terms

(1) Our prices are EXW (ex-works) our warehouse. Except where otherwise agreed they do not include packing, insurance, freight and VAT.

(2) In the event of a sale by delivery to a place other than the place of performance the Purchaser shall bear the shipping cost from the place of storage and, where requested by the Purchaser, the cost of insurance. The Purchaser shall bear all customs duties, charges, taxes and any other public dues, including where we undertake customs clearance on behalf of the Purchaser.

(3) Where we are obliged to take back the packaging used for transportation in accordance with the packaging regulations, the customer shall bear the costs (including any customs duties, customs clearance costs, taxes and levies) for the return transportation of the packaging used and the reasonable costs of its recycling. Transport contains shall remain our property and shall also be returned to us by the Purchaser at Purchaser's risk and expense (including customs duties, customs clearance costs, taxes and levies).

(4) Except where agreed otherwise payment of the purchase price shall be made without deduction as follows: 50% on when the order is placed and 50% before delivery. We reserve the right, including during an ongoing business relationship, to render performance subject to pre-payment of the purchase price. Any such reservation will be notified to the Purchaser on confirmation of order.

(5) The Purchaser shall be deemed in default of payment on the expiry of the payment term. Interest shall accrue on the price during default at the statutory rate. We reserve the right to claim additional compensation for payment default. Interest claims against persons acting in the course of their business in accordance with § 353 of the German Commercial Code (HGB) shall remain unaffected by the aforesaid.

(6) The Purchaser may only set off undisputed counterclaims or counterclaims against which we have no further recourse to appeal. The Purchaser shall only be entitled to rights of retention in so far as these are based on the same legal transaction. Where the Equipment supplied is defective, Purchaser’s rights under Paragraph 8, Section II, sub-paragraph (7) below shall remain unaffected.

7. Retention of Title

(1) We retain title to the Equipment until payment of all current and future claims under the contract and any ongoing business relationship (Secured Equipment) have been received.

(2) Secured Equipment shall not be mortgaged or assigned by way of security to third parties prior to receipt of full payment. The Purchaser shall inform us in text form without delay where an insolvency application has been made or where levies of execution (attachment orders) are made against Secured Equipment.

(3) Where the Purchaser is in breach of his contractual obligations, in particular where he fails to remit payment of the price, we are entitled to rescind the contract subject to the statutory requirements and to demand the surrender of the Equipment based on our reservation of title and the rescinded contract. Where the Purchaser fails to remit payment of the purchase price, we are only entitled to enforce those rights where, prior thereto, we have set the Purchaser a reasonable deadline to remit payment or the setting of such a deadline is not required legally.

(4) The Purchaser is authorised to resell or process Secured Equipment in the ordinary course of his business. In such circumstances the following shall apply:

(a) The reservation of title shall extend in its full value to products which originate from the processing, mixing or combining of the Secured Equipment. Where after the processing, mixing or combining of the Secured Equipment with third party goods third party property rights remain in existence, we shall acquire joint title to the resulting products in proportion to the invoice value of the Secured Equipment which have been processed, mixed or combined. The resulting product shall otherwise be subject to the same terms which apply to the Secured Equipment as set out aforesaid.

(b) Claims against third parties based on the resale of the Secured Equipment or the resulting products are hereby assigned by the Purchaser to us by way of security to the value of our co-ownership as set out in the preceding sub-paragraph 4(a). We accept such assignment. Purchaser's duties as set out in Paragraph 7 (2) shall apply to assigned claims accordingly.

(c) The Purchaser shall remain authorised to collect payment in addition to ourselves. We undertake not to collect payment for as long as the Purchaser complies with his payment obligations to us, there is no deficiency in his performance capability, and we have not exercised our rights under Paragraph 7 (3) aforesaid. In such circumstances we can request the Purchaser to inform us of the assigned claims and their debtors, to provide us with any information required to collect payment and corresponding documentation and to inform the debtors of the assignment. Furthermore, in such circumstances we are entitled to revoke Purchaser's authorisation to process and resell the Secured Equipment.

(d) If the value of the securities provided to us exceeds our claims by more than 10 percent, we undertake to release securities of our choice on demand by the Purchaser.

(5) In the event that the above retention of title clauses is void or unenforceable according to the law of the state/country in which the Equipment is situated, the collateral security which corresponds to the retention of title in that state/country is deemed to be agreed.

8. Purchaser's Rights in the case of Defects

I. Used Equipment

(1) Where the Equipment or a part thereof is an item which we expressly offered for sale as "used" or "as is", any claims made by the Purchaser due to the existence of a material defect are excluded. However, this exclusion of liability shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the Equipment.

II. New Equipment

(1) The Equipment supplied by us corresponds to the German regulations and standards currently in force. We give no guarantee that the Equipment complies with other national regulations. Where the Equipment is to be put into operation overseas it is the responsibility of the Purchaser to ensure

that the Equipment is in conformity with the relevant legal requirements and standards and where required to make appropriate adaptations.

(2) Purchaser's rights regarding material defects or defects in title (including wrong or short delivery, improper installation or faulty installation instructions) are governed by the statutory provisions except where provided otherwise below.

(3) The basis of our liability for defects is above all the agreed quality and intended use of the Equipment (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject matter of the individual contract, or which are provided by us (in particular in catalogues or on our website) shall be deemed to be a quality agreement in this sense. If the quality has not been agreed, the question of whether a defect is present or not is to be judged in accordance with the applicable law. Public statements made by the manufacturer or on his behalf, in particular in advertising or on the label of the delivery item, take precedence over statements by other third parties.

(4) In the case of Equipment with digital elements or other digital content, we are only obliged to provide and, if necessary, update the digital content if this is expressly stated in a quality agreement in accordance with Paragraph 8, Section II, sub-paragraph 3. We do not accept any liability for public statements made by the manufacturer or other third parties

(5) We are not liable for defects that the Purchaser is aware of when the contract is concluded or is not aware of due to Purchaser's gross negligence. Purchaser's claims under warranty are subject to compliance with his statutory obligation to inspect incoming Equipment and to notify us of any defects discovered (§§377, 381 of the German Commercial Code (HGB)). Where a defect is discovered on or after inspection, the Purchaser must inform us without delay in text form. In any case, obvious defects must be reported in writing within 28 working days of delivery and, in the case of defects not recognizable during the inspection, within the same period from discovery. Timely dispatch of notice is sufficient to preserve the Purchaser's rights under warranty. Where the Purchaser fails to carry out the inspection and/or notify us of a defect, we shall not be held liable for such defect.

(6) Where the Equipment delivered by us is defective, we shall at our option deliver a replacement or remedy the defect (supplementary performance). The Purchaser shall grant us a reasonable period to carry out the same. If the defect does not require on-site repair, the Purchaser shall return the defective item of the Equipment for testing. Where we deliver a replacement, the Purchaser shall return the defective item of the Equipment in accordance with the statutory provisions. Supplementary performance does not include the disassembly of the defective object, nor does it include its reassembly provided that we were not originally under a duty to assemble the Equipment supplied.

(7) We are entitled to make the subsequent performance owed conditional upon payment of the purchase price by the Purchaser. However, the Purchaser is entitled to withhold a reasonable amount of the purchase price which shall be proportionate to the defect.

(8) No material defect will be deemed in the following cases: i) unsuitable or improper use, ii) faulty assembly or repair by the Purchaser or a third party, iii) natural wear and tear, iv) faulty or negligent handling, v) improper maintenance, vi) unsuitable operating materials, vii) defective construction work, viii) unsuitable building ground, ix) chemical, electrochemical or electrical influences, x) defective supplies including sample materials and xi) non-reproducible software errors - unless we are responsible for them

(9) We bear the cost of testing the defective Equipment, remedying the defect or delivering a replacement including transport, travelling expenses, labour and material cost and where appropriate we shall reimburse removal and assembly costs provided that the Equipment is actually defective and that the costs are not increased due to the subsequent transportation of the Equipment to a location other than the original shipment location - unless the purpose for which the Equipment was intended requires the same. Where the Equipment is not actually defective, we reserve the right to claim reimbursement of the expenses incurred (in particular inspection and transport costs) from the Purchaser except where the Purchaser was unable to identify the absence of defect.

(10) In urgent cases, e.g. if operational safety is jeopardized or to prevent disproportionate damage, the Purchaser shall have the right to remedy the defect himself and to demand compensation from us for the expenses objectively necessary in this respect. The right of self-remedy does not exist if we would be entitled to refuse a corresponding subsequent fulfilment in accordance with the statutory provisions

(11) In the event that we are not able to remedy the defect or deliver a replacement the Purchaser is entitled to rescind the contract or to demand a reasonable reduction in the purchase price. Rescission of the contract is only permissible where the Purchaser prior thereto sets a final and reasonable deadline in text form expressly indicating his intention.

(12) Any claims of the Purchaser for compensatory damages or reimbursement of wasted expenditure based on the defective Equipment are subject to the provisions set out in Paragraph 9 below. Otherwise, they are excluded.

III. Refurbished Equipment

(1) For services provided by us as part of the general overhaul of the Equipment the provisions of **Paragraph 8, Section II** shall apply. This applies in particular to movable machine parts which are subject to particular wear and tear, and which have been renewed or refurbished in such a way that their life expectancy is equal to or at least close to that of new parts.

(2) Otherwise, the exclusion of liability pursuant to **Paragraph 8, Section I** shall apply.

9. Damages

(1) Except where otherwise provided in these Terms including the following provisions, we are liable for contractual and non-contractual breaches in accordance with the applicable statutory provisions.

(2) We are liable in damages for any claim irrespective of its legal basis where we have acted with willful default or in a gross negligent manner. For claims based on negligence we are liable in accordance with the statutory provisions as follows:

(a) Liability for damages based on personal injury is not subject to any limitation of liability.

(b) Liability for damages based on breach of a material term of the contract is limited to compensation for damages which were foreseeable and are ordinarily incurred; a material term of the contract is any term which is characteristic of performance of the contract and upon which the Purchaser could normally rely.

(c) Liability for any other damages, other than those incurred by the Equipment itself, to include without limitation loss of profit or any other pecuniary loss incurred by the Purchaser, is excluded.

(3) The limitations of liability set out in Paragraph 9 (2) aforesaid shall apply to breaches of all persons for whom we are legally responsible. They do not apply where we have fraudulently concealed a defect, given a guarantee as to the quality of the Equipment and in relation to claims of the Purchaser made under the Product Liability Act (Produkthaftungsgesetz).

(4) In the event of a breach which does not render the Equipment defective the Purchaser shall only be entitled to terminate or rescind the contract where we are responsible for the breach. Notice of termination or rescission must be in text form. Otherwise, the statutory provisions shall apply.

(5) Any claim made by the Purchaser for reimbursement of wasted expenditure shall be subject to the aforesaid.

10. Limitation

The limitation period for claims based on the supply of defective Equipment and services as well as for claims for damages is one year from the date of delivery. If assembly or acceptance of the Equipment has been agreed, the limitation period shall commence upon completion of assembly or acceptance as appropriate. The limitation period aforesaid shall not apply in relation to claims based on wilful default, gross recklessness, or to personal injury claims and to claims under product liability laws nor shall the limitation period apply to any other claim for which longer limitation periods are prescribed by law.

11. Intellectual Property Rights, Copyright

(1) The supply of the Equipment and services shall not be deemed to confer the grant of any licence to use any of our intellectual property rights or copyright. Any such grant of licence shall be subject to a separate agreement.

(2) The Purchaser is granted a non-exclusive, non-transferable right to use any software provided with the Equipment for an indefinite period of time and exclusively in connection with the Equipment. The creation of a backup copy is permitted. Reverse engineering or decompilation of the software is prohibited by except in cases provided for by law (§69e of the German Copyright Act (Urheberrechtsgesetz)).

(3) In the event that the Equipment supplied violates third party intellectual property rights we shall be entitled at our option to obtain the required intellectual property rights or a licence to use the same within a reasonable period or to supply the Purchaser with an acceptable alternative.

12. Non Disclosure

(1) During the term and after termination of the contract the parties shall not disclose to third parties or use for their own business aims without authorisation any confidential information (to include without limitation quotations, documents, samples, sketches, business intentions, personal data, problems, data and/or problem solutions, or any other know-how of any kind as well as information visually gained by the inspection of plants or facilities) received from the other party or of which the parties became aware by reason of their collaboration. The aforesaid non-disclosure obligation shall also apply in relation to the existence and content of the contract. The parties shall also impose this obligation upon their employees.

(2) This non-disclosure obligation shall not apply to information which

- was already known to the other party prior to the contract;
- was legally acquired from third parties;
- is or comes into the public domain or is the state of the art;
- is cleared for disclosure by the disclosing party.

(3) Upon termination of the contract the parties shall return unrequested all confidential documents and information of the other party in tangible or non-tangible form or at the request of the other party destroy the same or insofar as technically reasonable irrevocably delete the same.

(4) The parties shall comply with data protection law requirements, in particular where access is granted to the premises or hardware or software of the other party. They shall undertake suitable measures to ensure that vicarious agents and third parties acting on their behalf shall also comply with the same.

13. Choice of Law, Jurisdiction

(1) These Terms and all legal relations between us and the Purchaser shall be governed by the laws of Germany excluding the United Nations Convention on the International Sales of Goods (CISG).

(2) For Purchasers who are acting in the course of a business within the meaning of the German Commercial Code, public law entities or federal special funds and whose principal place of business is situated in the European Union all disputes arising directly or indirectly out of these Terms shall be resolved before the courts in Marburg, Germany. We reserve the right to sue the Purchaser at the place of performance or before the courts of local jurisdiction situated at the Purchaser’s place of business. Overriding statutory provisions in particular rules providing for exclusive jurisdiction of a particular court, shall remain unaffected.

For Purchasers whose principal place of business is situated outside the European Union all disputes arising out of these terms and conditions shall be finally settled in accordance with the

Rules of the German Institution of Arbitration e.V. (DIS) without recourse to the ordinary courts of law. The place of arbitration shall be Frankfurt am Main, Germany.