

General Terms and Conditions of Business, Delivery, and Service of Lingemann GmbH

in business transactions with entrepreneurs February 2026

1. Scope of application, general information

1.1 These General Terms and Conditions of Business (GTC) of Lingemann ("we/us") apply exclusively to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), i.e. natural or legal persons or partnerships with legal capacity who purchase the goods or services for commercial or professional use.

1.2 The following terms and conditions (GTC) apply exclusively to the business relationship with our customers, including for information and advice.

Any deviating general terms and conditions of the buyer and/or purchaser – hereinafter referred to as "customer(s)" – shall only apply if and to the extent that we expressly accept them in writing; otherwise, they shall be rejected. Our silence regarding such deviating general terms and conditions shall not be deemed acceptance or consent, even in the case of future contracts.

Our GTC shall apply in place of any general terms and conditions of the customer, in particular the customer's terms and conditions of purchase (EKB), even if, according to these EKB, acceptance of the order is intended as unconditional acceptance of the terms and conditions of purchase, or if we deliver after the customer has indicated the validity of its general terms and conditions of purchase, unless we have expressly waived the validity of our GTC vis-à-vis the customer. The exclusion of the customer's general terms and conditions shall also apply if the general terms and conditions do not contain any separate provisions on individual points of our General Terms and Conditions, or if our General Terms and Conditions do not contain any provisions on provisions contained in the customer's general terms and conditions. By accepting our order confirmation or the contractual service, the customer expressly acknowledges that they waive their legal objection derived from the terms and conditions of purchase that our General Terms and Conditions do not apply.

1.3 If framework agreements or other contracts have been concluded with our customers, these shall take precedence. Unless more specific provisions have been agreed, they shall be supplemented by these General Terms and Conditions.

1.4 Where reference is made to claims for damages in the following, this also refers to claims for reimbursement of expenses within the meaning of § 284 of the German Civil Code (BGB).

2. Information / advice / characteristics of products and services / customer cooperation / third-party rights in the case of customer specifications

2.1 Information and explanations regarding our products and services provided by us or our sales agents are based exclusively on our previous experience. They do not constitute any agreements on properties or guarantees with regard to our products. The values stated here are to be regarded as average values for our products.

2.2 Notwithstanding § 434 BGB, the delivery item is free of material defects if it has the properties agreed in the contractual specification or, in the absence of such, the properties listed by us in the relevant technical data sheet at the time of conclusion of the contract, and is suitable for the contractually stipulated purpose. § 434 (3) No. 4 (accessories and instructions) and 434 (3) No. 2 lit b) (properties from public statements and advertising) as well as § 434 (3) last paragraph (non-binding nature of public statements for the seller) remain unaffected. Further properties of the delivery item, in particular (i) the usual quality that the buyer can expect for items of this type, (ii) suitability for normal use, and (iii) the quality of a sample or model, are not owed by us unless expressly agreed otherwise.

2.3. All information about our products and services, in particular that contained in our offers and printed materials and on the Internet, as well as the illustrations, drawings, dimensions, characteristics, or performance features contained therein, and other information, in particular technical information or information about ingredients, are to be regarded as approximate average values. Even data on our products that is not subject to tolerances, such as that contained in our Internet presentation or our catalogs and/or brochures, is subject to customary commercial and/or industry-standard production-related deviations and changes, in particular due to related materials.

2.4 Insofar as we provide application instructions, these are compiled with the care customary in the industry, but do not release our customers from their obligation to carefully examine the products with regard to their suitability for their intended purpose. The same applies to information provided by us regarding import, customs, and/or approval regulations.

Unless otherwise agreed, the customer remains responsible in all cases for checking the usability of our products and/or services for their intended purpose.

2.5 We only assume a duty to provide advice by virtue of an express, separate consulting agreement.

2.6 A no-fault guarantee shall only be deemed to have been assumed by us if we have designated a characteristic and/or a performance result as "legally guaranteed" in writing.

Even if the UN Convention on Contracts for the International Sale of Goods (CISG) applies, we shall only be liable for culpable conduct on our part or on the part of vicarious agents attributable to us.

2.7 We do not assume any liability for the usability and/or registration and/or marketability of our products or services for the purpose intended by the customer outside of the scope of mandatory statutory liability, unless we have expressly agreed otherwise with the customer. The provision in Section 11 remains unaffected.

2.8 The customer is obliged to provide us with all information and data required for the provision of services in a timely and complete manner as an essential obligation to cooperate and to perform all actions within its sphere of influence in a timely manner and free of charge so that we can provide our services in accordance with the contract.

3. Sample copies / documents and data provided / samples / cost estimates / delivery according to customer specifications.

3.1 The properties of samples or specimens shall only become part of the contract if this has been expressly agreed. The customer is not entitled to use or pass on samples.

If we sell to the customer on the basis of a product sample or demonstration copy, deviations from this in the delivered goods are permissible. Unless otherwise agreed, they do not entitle the customer to make complaints or claims against us if they do not have a lasting influence on the normal intended use of the delivered goods and if any agreed specifications are met by the delivered goods.

3.2 We reserve all property rights and copyrights to samples, illustrations, images, photos, drawings, data, cost estimates, and other documents relating to our products and services that are disclosed or provided to the customer. The customer undertakes not to make the samples, data, photos, and/or documents listed in the preceding sentence accessible to third parties unless we give our express consent. The customer shall return these to us immediately upon request if an order based on them is not placed with us. This shall also apply if the retention of the aforementioned items and/or data is not otherwise contractually regulated in favor of the customer.

The provisions of sentences 1 and 2 apply accordingly to documents, drawings, or data belonging to the customer; however, we may make these available to third parties to whom we legitimately transfer contractual deliveries and/or services with the customer, or whom we use as vicarious agents or suppliers. Samples or drawings sent to us will only be returned upon request. If an order is not placed, we are permitted to destroy samples and drawings three months after submission of the offer.

3.3 If we are to deliver items based on drawings, models, samples, tools, calculations, or illustrations provided to us by the customer, the customer guarantees that the manufacture and delivery of the items does not infringe on the property rights of third parties. The obligation to verify whether the tools ordered from us in this form and the items to be manufactured with them infringe any domestic German or foreign property rights of third parties, and to guarantee freedom from such third-party rights, is not incumbent upon us, but exclusively upon the customer. The customer shall indemnify us against claims by such third-party rights holders in the event of culpable breach of the aforementioned obligation and against all direct and indirect damages incurred by us as a result. The indemnification also includes reimbursement of reasonable and proven legal defense costs incurred by us in connection with the claim. § 254 of the German Civil Code (BGB) (contributory negligence) remains unaffected.

3.4 If a third party prohibits us from manufacturing or delivering items that are produced according to drawings, models, samples, calculations, illustrations, or tools belonging to the customer, citing a property right belonging to them, we are entitled—without being obliged to examine the factual and/or legal situation – to cease production and delivery and to demand reimbursement of the costs incurred and our lost profits from the customer, to the exclusion of

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all claims for damages by the customer, unless the customer proves to us that the third party's claim is objectively unfounded and that the claim for indemnification pursuant to clause 3.3 is objectively valid.

3.5 Our cost estimates are only binding if they are expressly designated as *binding* and if the service contained therein is commenced on a contractual basis immediately after the customer receives the cost estimate.

4. Conclusion of contract / Scope of delivery and services, performance obligation / Software / Tool costs / Procurement risk and warranty

4.1 Our offers are subject to change without notice unless they are expressly marked as binding or contain expressly binding commitments or the binding nature has otherwise been expressly agreed with the customer. They are invitations to the customer to place orders and do not constitute a binding offer on our part.

The customer is bound to their order as a contract application for 14 calendar days – in the case of electronic orders, 5 working days (in each case at our registered office) – after we have received the order, unless the customer can regularly expect us to accept it at a later date (§ 147 BGB). This also applies to repeat orders from the customer.

4.2 A contract is only concluded – even in ongoing business transactions – when we confirm the customer's order in writing or in text form (i.e. also by fax or email) by means of an order confirmation.

The order confirmation is only valid on condition that any outstanding payments by the customer are settled and that a credit check of the customer carried out by us or on our behalf without delay does not reveal any negative information.

In the case of delivery or performance within the customer's binding period specified in the offer, our order confirmation may be replaced by our delivery or performance, whereby the dispatch of the delivery or performance of the service shall be decisive.

4.3 In the case of call-off orders or customer-related delays in acceptance, we shall be entitled to procure the material for the entire order and to manufacture the entire order quantity of agreed delivery items immediately or to cover the entire order quantity. Any change requests by the customer can therefore no longer be taken into account after the order has been placed, unless this has been expressly agreed.

4.4 The customer must inform us in writing or in text form of any special requirements for our products in good time before the conclusion of the contract. However, such information does not extend our contractual obligations and liability.

Unless otherwise expressly agreed, we are only obliged to deliver the ordered products and results of the services owed as goods that are marketable and eligible for approval in the Federal Republic of Germany.

4.5 We are only obliged to deliver from our own stock of goods (**stock obligation**).

4.6 The assumption of a no-fault, guarantee-like procurement risk within the meaning of § 276 BGB (German Civil Code) or a procurement guarantee is not solely our obligation to deliver an item specified only by type.

4.7 We shall only assume such a procurement risk within the meaning of § 276 BGB by virtue of an express, separate agreement using the phrase "*we assume the procurement risk...*".

4.8 If the acceptance of the products or their shipment or the acceptance of our service is delayed for a reason for which the customer is responsible, we shall be entitled, after setting and expiry of a 14-calendar-day grace period, at our discretion to demand immediate payment of remuneration or to withdraw from the contract or to refuse performance and demand compensation instead of the entire service. The deadline must be set in writing or in text form. We are not required to refer again to the rights arising from this clause.

In the event of a claim for damages as regulated above, the damages to be paid shall amount to 20% of the net delivery price in the case of purchase contracts or 15% of the agreed net remuneration in the case of service contracts. The customer reserves the right to prove that the damage was significantly lower (more than 10% lower). The above provisions do not imply a reversal of the burden of proof.

4.9 If shipment is delayed at the customer's request or for reasons for which the customer is responsible, we shall be entitled, starting from the expiry of the reasonable period specified in the notification of readiness for shipment in writing or text form, to store the goods at the customer's risk for loss and deterioration and to charge the costs incurred as a result at 0.5% of the net invoice amount of the stored goods for each week or part thereof. *The stored goods will only be insured at the customer's specific request.* The assertion of further rights remains unaffected. The customer reserves the right to prove that significantly lower (more than 10% lower) costs have been incurred.

In addition, we shall be entitled, after the aforementioned deadline has expired in accordance with clause 4.8 sentence 1, to dispose of the goods covered by the contract elsewhere and to deliver to the customer again within a reasonable period of time (= original delivery period plus 7 calendar days for disposition).

4.10 In the event of a delayed delivery order or call-off on the part of the customer, we shall be entitled to postpone the delivery by the same period of the customer's delay plus a disposition period of 4 working days at our place of business.

If a purchase on call has been concluded, the entire delivery quantity must be accepted in full within 6 months of conclusion of the contract at the latest and, unless otherwise agreed, the customer's individual call-offs must be received by us at least 6 weeks before the desired delivery date, unless a shorter call-off or delivery period has been expressly agreed. Unless expressly agreed otherwise, the customer is obliged to accept the purchased goods in full within one year of receipt of the order confirmation. If the call-offs are not made in good time, we shall be entitled to issue a reminder for the call-offs and their allocation and to set a grace period of 14 calendar days for the call-off and allocation, which must provide for acceptance within 4 weeks of receipt of our request. If this period expires without result, we shall be entitled to withdraw from the contract or to claim damages in lieu of performance. We are not required to refer to the rights arising from this clause again. Clause 4.8 (2) applies accordingly.

4.11 We shall only owe user information for our products and a product label in German or, at our discretion, in English, *unless expressly agreed otherwise in writing or text form or if we are subject to a deviating, mandatory statutory regulation.*

4.12 We reserve the right to modify the specification of the goods to the extent necessary to comply with legal requirements. However, this shall only apply to the extent that this modification does not result in a deterioration in quality and usability for the usual purpose and, if suitability for a specific purpose has been agreed, to the extent that the modification results in suitability for this purpose. If this is not possible, the contract shall be adjusted accordingly. If this is also not possible or unreasonable for, both parties shall be entitled to withdraw from the unfulfilled part of the contract without compensation.

4.13 We are entitled to deliver up to 5% more or less than the agreed delivery quantity.

4.14 We are also entitled to deliver products with customary deviations in quality, dimensions, weight, color, and equipment. Such goods shall be deemed to be in accordance with the contract.

5. Delivery / Place of performance / Delivery time / Delay in delivery / Packaging

5.1 Binding delivery dates and deadlines must be expressly agreed. In the case of non-binding or approximate (approx., approx., etc.) delivery dates and deadlines, we shall endeavor to adhere to them to the best of our ability.

5.2 Delivery and/or performance periods shall commence upon receipt of our order confirmation by the customer, or, in the absence thereof, 3 working days after receipt of the customer's order at our premises and acceptance thereof by us, *but not* before all details of the execution of the order have been clarified and all other requirements to be fulfilled by the customer have been met, in particular agreed advance payments or securities and necessary cooperation services have been provided in full. The same applies to delivery dates and performance dates. If the customer has requested changes after placing the order, a new reasonable delivery and/or performance period shall commence upon our confirmation of the change. Reasonable means a delivery period that corresponds to the originally remaining delivery period plus the period of change negotiations and a disposition period of 14 calendar days.

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5.3 Deliveries and/or services before the expiry of the delivery/service period are permissible. In the case of debts to be collected, the delivery date shall be the date of notification of readiness for dispatch, otherwise the date of dispatch of the products; in the case of debts to be delivered, the delivery date shall be the date of delivery to the agreed place of delivery.

We are entitled to make partial deliveries within the delivery period if the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured, and the customer does not incur any significant additional expenses or costs as a result, unless we agree to bear these costs. Additional expenses are considered significant if they exceed 5% of the net remuneration for the contractually owed service.

5.4 If we are in default of delivery, the customer must first set us a reasonable grace period of at least 14 calendar days for performance. If this period expires without result, claims for damages due to breach of duty – for whatever reason – shall only exist in accordance with the provisions of Section 11.

5.5 We shall not be in default as long as the customer is in default with the fulfillment of obligations towards us, including those from other contracts.

5.6 As long as the means of transport to be provided by the customer are not available, we shall not be obliged to deliver, unless we have undertaken to provide the means of transport or a delivery obligation has been agreed. However, we shall be entitled to effect delivery by means of our own or rented means of transport in the case of an executable shipping or call-off order. In this case, the goods shall travel at the customer's risk.

5.7 If no collection date is specified in the order, which we have to confirm or confirm in order for it to become binding, or if acceptance does not take place on the agreed collection date, we shall, at our discretion, either ship the contractual goods with a carrier commissioned by us or store the contractual goods at the customer's expense. We will charge the customer additionally for the packaging, transport, and insurance costs incurred (the latter if transport insurance has been agreed) when shipping.

5.8 If the ordered goods are stored in the event of a delay in acceptance, the customer shall pay a storage fee of 0.5% of the net remuneration per week for the stored goods. The customer reserves the right to prove that significantly lower costs (more than 10% lower) have been incurred.

5.9 The customer shall assist our personnel in unloading and retrieving the goods if this is necessary and technically and logistically reasonable for the customer.

6. Force majeure / self-supply

6.1 If, for reasons beyond our control, we are unable to provide the contractual delivery or service owed by us, deliveries or services from our sub-suppliers despite proper and sufficient procurement prior to the conclusion of the contract with the customer in accordance with the quantity and quality specified in our delivery or service agreement with the customer, i.e. in such a way that, upon fulfillment of the supplier's obligation to us, we are unable to fulfill the contract with the customer in terms of the type of goods, quantity of goods and delivery time and/or service (*congruent procurement*), or if events of force majeure of not insignificant duration (i.e., lasting longer than 14 calendar days) occur, we shall inform our customer immediately in writing or in text form. In this case, we shall be entitled to postpone delivery for the duration of the hindrance or to withdraw from the contract in whole or in part due to the unfulfilled part, provided that we have fulfilled our above obligation to inform and have not assumed the procurement risk within the meaning of § 276 BGB (German Civil Code) or a delivery guarantee. Force majeure is an event that does not necessarily originate externally, has no operational connection, and cannot be averted even with the utmost reasonable care. Under the same conditions, force majeure includes strikes, lockouts, official interventions, energy and raw material shortages, epidemics and/or pandemics, transport bottlenecks or obstacles through no fault of our own, in particular general curfews and/or contact bans, as well as operational disruptions through no fault of our own – e.g. due to fire, water and machine damage – and all other disruptions which, when viewed objectively, were not caused by us. In the event of exemption from performance in accordance with the above provision, we shall not be liable for damages and/or reimbursement of expenses or penalties for delay.

6.2 If a delivery date or delivery period has been bindingly agreed and the agreed delivery date or delivery period is exceeded due to

events in accordance with Section 6.1, the customer shall be entitled to withdraw from the contract for the part not yet fulfilled after a grace period of 14 calendar days has expired without result. Further claims by the customer, in particular those for damages, are excluded in this case.

6.3 The above provision in accordance with Section 6.2 shall apply mutatis mutandis if, for the reasons stated in Section 6.1, it is objectively unreasonable for the customer to continue to adhere to the contract even without a fixed delivery date having been contractually agreed.

7. Shipping / Transfer of Risk / Acceptance

7.1 Unless otherwise agreed in writing between us and the customer, delivery shall be Ex Works Incoterms 2020. In the case of collection and shipment obligations, the goods shall travel at the risk and expense of the customer. The settlement of transport damage and/or losses shall be the responsibility of the customer. We shall insure the goods and/or transport in accordance with the customer's instructions and at the customer's expense.

7.2 Unless otherwise agreed, we reserve the right to choose the route and means of transport for agreed shipments. However, we will endeavor to take the customer's wishes into account with regard to the type and route of shipment, without the customer having any claim in this regard. Any additional costs incurred as a result – even in the case of agreed carriage paid delivery – shall be borne by the customer, as shall the transport and insurance costs.

If shipment to the port of destination agreed between the customer and us is not possible for reasons for which we are not responsible, we shall be entitled, after prior notification, to deliver to another port or by land at our reasonable discretion (§ 315 III BGB). (§ 315 III BGB (judicial review of discretionary decisions) remains unaffected. The additional costs incurred as a result shall be borne by the customer. The above right to change performance and the obligation to bear costs shall not apply if we have not assumed a delivery guarantee or, in the case of an agreed obligation to deliver, a procurement risk equivalent to a guarantee in accordance with § 276 BGB.

If shipment is delayed at the request or through the fault of the customer compared to the agreed time, we shall store the goods at the expense and risk of the customer. Clause 5.8 (2) shall apply accordingly in this respect.

In this case, notification that the goods are ready for shipment shall be deemed equivalent to shipment.

7.3 The risk of accidental loss or accidental deterioration shall pass to the customer upon handover of the products to be delivered in the case of agreed collection obligations, to the carrier, the freight forwarder, or the other companies designated to carry out the shipment in the case of agreed shipping obligations, but at the latest when the goods leave our factory or our warehouse, or our branch office or the manufacturer's factory. The above shall also apply if an agreed partial delivery is made.

In the case of an agreed obligation to deliver, the risk shall pass upon provision for unloading at the agreed place of delivery. Clause 7.5 remains unaffected.

7.4 If the shipment is delayed because we exercise our right of retention as a result of the customer's complete or partial default in payment, or for any other reason for which the customer is responsible, the risk shall pass to the customer at the latest on the date of dispatch of the notification of readiness for shipment and/or performance to the customer.

7.5 If our goods and/or services are to be accepted, this shall be decisive for the transfer of risk. Acceptance must take place on the agreed acceptance date, or alternatively immediately after notification of readiness for acceptance on our part. The customer may not refuse acceptance in the event of a minor defect, i.e., one that does not affect the functionality of the goods or work.

8. Notice of defects / breach of duty in the form of poor performance due to material defects (warranty)

8.1 The customer must notify us in writing or in text form of any recognizable material defects immediately, at the latest 12 calendar days after collection upon delivery ex works or from the storage location, otherwise after delivery, and of any hidden material defects immediately after discovery, but at the latest within the warranty period specified in Section 8.7. Any complaint that is not made in due time or form shall exclude any claim by the customer for breach of duty due to material defects. This shall not apply in the event of intentional, grossly negligent, or fraudulent conduct on our part or on the part of our vicarious agents, in the event of injury to life, limb, or health, or the assumption of a guarantee of freedom from defects, or a procurement risk pursuant to § 276 of the German Civil Code

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(BGB) or other legally binding liability cases, and in the event of a right of recourse in the supply chain (§§ 478, 445a/b BGB).

8.2 Upon acceptance, the customer must carry out a plausibility check, i.e., check the type of goods, quantity/weight, and condition. Any material defects, recognizable type defects, and/or quantity/weight defects that are apparent upon delivery must also be reported to the delivering transport company, and the customer must arrange for the defects to be recorded in writing or text form on the delivery documents/CMR by the transport company on site. Failure to arrange for the aforementioned complaint to be recorded by the delivering transport company in a timely and proper manner shall exclude any claim by the customer for breach of duty due to material defects. This shall not apply in the event of fraudulent, intentional, or grossly negligent conduct on our part or on the part of our vicarious agents, in the event of injury to life, limb, or health, or assumption of a procurement risk in accordance with § 276 BGB (German Civil Code), a guarantee of freedom from defects, or liability in accordance with a legally binding liability provision and in the event of a right of recourse in the supply chain (§§ 478, 445a/b BGB).

8.3 It is the customer's responsibility to clarify, before beginning to use the products delivered by us, whether the delivered products are suitable for the customer's intended purposes by means of tests that are appropriate in scope and methodology.

8.4 Upon request, the customer shall hand over the rejected goods to us for inspection purposes to determine whether a defect actually exists.

8.5 *Other breaches of duty on our part must be reported by the customer in writing without delay, setting a reasonable deadline for remedial action, before further rights are asserted, otherwise the customer shall forfeit the rights resulting therefrom.* This shall not apply in the event of intentional, grossly negligent, or fraudulent conduct on our part or on the part of our vicarious agents, in the event of injury to life, limb, or health, or the assumption of a guarantee or a procurement risk in accordance with § 276 of the German Civil Code (BGB), or in the event of a legally binding liability.

8.6 Upon commencement of processing, treatment, combination, or mixing with other items, the delivered products shall be deemed to have been approved by the customer in accordance with the contract.

8.7 Unless expressly agreed otherwise, the limitation period for claims arising from breach of duty due to poor performance in the form of material defects is 12 months, calculated from the date of transfer of risk (see Sections 7.3/7.5), or, in the event of refusal of acceptance or delivery by the customer, from the date of notification of readiness for acceptance of the goods. This does not apply to claims for damages arising from a guarantee, the assumption of a procurement risk within the meaning of § 276 of the German Civil Code (BGB), claims for injury to life, limb, or health, fraudulent, intentional, or grossly negligent acts on our part or on the part of our vicarious agents, or in the cases of §§ 478, 445a/b (recourse in the supply chain), § 438 (1) No. 2 (construction of buildings and delivery of goods for buildings) and § 634a (1) No. 2 BGB (construction defects) or if a longer limitation period is otherwise mandatory by law. The above provision does not imply a reversal of the burden of proof.

8.8 If the customer or a third party improperly repairs the products delivered by us and the defect is based on this, we shall not be liable for the consequences arising therefrom. The same applies to changes made to the delivery item without our prior consent.

8.9 Further claims by the customer due to or in connection with defects or consequential damage caused by defects, for whatever reason, shall only exist in accordance with the provisions of Section 11.

8.10 Our warranty (*claims arising from breach of duty due to poor performance in the case of material defects*) and the resulting liability shall be excluded insofar as defects and related damage are due to the consequences of incorrect use of the delivery item contrary to the conditions described in the instructions for use supplied with the contract, unsuitable storage conditions of the same, and the consequences of chemical, electromagnetic, mechanical, or electrolytic influences on the delivery item that do not correspond to the influences inherent in the contract.

Any warranty and liability on our part are excluded if the customer fails to comply with the technical specifications or instructions for use specified by us in accordance with the concluded contract or our specifications in this regard, insofar as the defect is based on this.

8.11 We do not assume any warranty in accordance with §§ 478, 445a of the German Civil Code (BGB) (recourse in the supply chain – supplier recourse) if the customer has processed or otherwise modified the products delivered by us in accordance with the contract, insofar as this does not correspond to the contractually agreed intended purpose of the products.

8.12 The recognition of material defects requires an express declaration of recognition on our part.

9. Prices / Terms of payment / Defense of uncertainty

9.1 Unless otherwise expressly agreed, all prices are in EURO net cash (= without any deductions) excluding packaging, freight, postage and, if transport insurance has been agreed, insurance costs, plus VAT to be borne by the customer (if applicable) at the statutory rate applicable at the time of payment, ex works or warehouse plus any country-specific duties for delivery to countries other than the Federal Republic of Germany, as well as customs duties and other fees and public charges for the delivery/service. We are bound by the prices contained in our offer for a period of 14 calendar days after the customer receives the offer.

Claims arising from the business relationship with the customer may be assigned by us to Eurofactor AG. In this case, the invoices to the customer shall contain a corresponding assignment note. In this case, payments with debt-discharging effect are only possible to Eurofactor AG.

9.2 Payment methods other than cash or bank transfer require a separate express agreement between us and the customer; this applies in particular to the issuance of checks and bills of exchange.

9.3 If the customer or we are subject to taxes or duties on the services we provide (withholding tax), the customer shall indemnify us against these taxes and duties.

9.4 We are entitled to issue partial invoices in accordance with the progress of order processing and/or to demand partial payments in accordance with the progress of processing. The customer is only entitled to make partial payments with our express consent.

9.5 Unless otherwise agreed, the purchase price shall be due for payment without discount deduction upon provision of the goods in the case of agreed collection debt, upon handover to the carrier in the case of shipping debt, and upon delivery of the goods in the case of agreed delivery debt, unless expressly agreed otherwise.

9.6 The payment obligation is in EURO. If the customer pays in a currency other than EURO, as expressly agreed, performance shall only be deemed to have been effected when the foreign currency payment corresponds to the agreed EURO amount on the date of receipt of payment. In the event of default in payment, necessary collection, or suspension of payments, the discounts and/or price reductions granted for the respective payment shall lapse.

The purchase price for our products is due for payment 30 calendar days after the customer receives the invoice. The customer is entitled to deduct a 2% discount on the purchase price (excluding packaging, insurance, and transport) if payment is received in our account within 8 calendar days of receipt of the invoice.

9.7 Services that are not part of the agreed scope of delivery shall be performed by us on the basis of our currently valid general price lists for such services, unless otherwise agreed.

9.8 We are entitled to increase the remuneration unilaterally in the event of an increase in material manufacturing and/or material and/or product procurement costs, wages and ancillary wage costs, social security contributions, energy costs, costs due to environmental regulations, and/or currency regulations and/or customs changes, and/or freight rates and/or public charges, if these directly or indirectly affect the costs of manufacturing or procuring the goods or the costs of our contractually agreed deliveries and/or services and if there are more than 4 months between the conclusion of the contract and delivery. An increase in the aforementioned sense is excluded if the cost increase for individual or all of the aforementioned factors is offset by a cost reduction for other of the aforementioned factors in relation to the total cost burden for the delivery (*offsetting*). If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the customer in the form of a price reduction.

If, on the basis of our aforementioned right to adjust prices, the new price is 20% or more above the original price, the customer shall be entitled to withdraw from contracts that have not yet been fully

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fulfilled for the part not yet fulfilled. However, the customer may only assert this right immediately after notification of the increased price.

9.9 If, in exceptional cases, we bear the freight costs in accordance with the contract, the customer shall bear the additional costs resulting from tariff increases in freight rates after conclusion of the contract.

9.10 Unless otherwise agreed, agreed payment terms shall commence on the date of delivery.

9.11 Upon default, default interest of 9% above the base interest rate applicable at the due date of the payment claim (§247 BGB) shall be charged. We reserve the right to claim further damages.

9.12 In the case of agreed bank transfers, the date of payment shall be the date on which we receive the money or the date on which it is credited to our account or to the account of the paying agent specified by us.

9.13 *Default of payment by the customer shall result in all payment claims arising from the business relationship with the customer becoming due immediately. Regardless of any deferral agreements, bill of exchange and installment payment agreements, all liabilities of the customer towards us shall become due for payment immediately in this case.*

Refund and/or bonus claims of the customer against us are always subject to the condition subsequent of culpable late payment by the customer. They therefore lapse if the customer is in default of payment to us.

9.14 If the customer fails to comply with the terms of payment or if circumstances become known or apparent which, in our reasonable commercial judgment, give rise to justified doubts about the customer's creditworthiness, *including facts which already existed at the time the contract was concluded but which were not known to us or should not have been known to us*, we shall be entitled, without prejudice to further legal rights in such cases, to suspend further work on current orders or deliveries and to demand advance payments or the provision of a bank guarantee from a German credit institution affiliated with the Deposit Protection Fund for outstanding deliveries and, after the unsuccessful expiry of a reasonable grace period for the provision of such securities, to withdraw from the contract with regard to the part not yet fulfilled, without prejudice to further legal rights. The customer is obliged to compensate us for all damages resulting from the non-performance of the contract.

9.15 The customer shall only have a right of retention or set-off with regard to counterclaims that are undisputed or have been legally established. This shall apply *mutatis mutandis* if the counterclaim asserted for set-off is in *synallagma* (i.e., in a reciprocal relationship between two performances under the contract concluded with us) with our claim and concerns a breach of a primary obligation on our part.

9.16 The customer may only exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

9.17 Incoming payments shall first be used to settle costs, then interest, and finally the principal claims according to their age.

Any conflicting provision of the customer regarding payment shall be disregarded.

9.18 The date of booking on our account shall be decisive for the timeliness of payment, regardless of the method of payment. In the case of check payments, the value date shall be decisive. Payments by the customer must be made in our favor free of postage and charges.

10. Retention of title, letter of credit, seizures

10.1 We retain title to all goods delivered by us (hereinafter collectively referred to as "**reserved goods**") until all our claims arising from the business relationship with the customer, including future claims arising from contracts concluded at a later date, have been settled (*extended retention of title*). This also applies to a balance in our favor if individual or all claims are included in a current account (current account) and the balance has been struck.

10.2 The customer must treat the reserved goods with care and insure them adequately, in particular against water damage, fire, and theft. Claims against the insurance company arising from a loss event affecting the reserved goods are hereby assigned to us in the amount of the value of the reserved goods.

10.3 The customer is entitled to resell the delivered goods subject to retention of title in the ordinary course of business. Other dispositions, in particular pledging or granting security ownership, are not permitted. If the goods subject to retention of title are not paid for immediately by the third-party purchaser upon resale, the customer is obliged to resell them only under retention of title. The right to resell the goods subject to retention of title shall automatically lapse if the customer suspends payments or is in default of payment to us.

10.4 The customer hereby assigns to us all claims, including securities and ancillary rights, which accrue to him from or in connection with the resale of goods subject to retention of title against the end user or against third parties. He may not enter into any agreement with his customers that excludes or impairs our rights in any way or that nullifies the advance assignment of the claim. In the event of the sale of goods subject to retention of title together with other items, the claim against the third-party purchaser shall be deemed assigned in the amount of the delivery price agreed between us and the customer, unless the amounts attributable to the individual goods can be determined from the invoice.

10.5 The customer remains entitled to collect the claim assigned to us until we revoke this entitlement at any time. At our request, the customer is obliged to provide us immediately with all information and documents necessary for the collection of assigned claims and, unless we do so ourselves, to inform its customers immediately of the assignment to us.

10.6 If the customer includes claims from the resale of goods subject to retention of title in a current account relationship with its customers, it hereby assigns to us any recognized closing balance in its favor in the amount corresponding to the total amount of the claim from the resale of our goods subject to retention of title included in the current account relationship.

10.7 If the customer has already assigned claims from the resale of the products delivered or to be delivered by us to third parties, in particular on the basis of genuine or non-genuine factoring, or has entered into other agreements which could impair our current or future security interests in accordance with clause 10, it must notify us of this immediately. In the case of non-genuine factoring, we shall be entitled to withdraw from the contract and demand the return of products already delivered. The same shall apply in the case of genuine factoring if, according to the contract with the factor, the customer cannot freely dispose of the purchase price of the claim.

10.8 In the event of breach of contract on the part of the customer, in particular in the event of default in payment, we shall be entitled to withdraw from the contract and take back all goods subject to retention of title. In this case, the customer shall be obliged to surrender the goods without further ado. We shall be entitled to enter the customer's business premises at any time during normal business hours to determine the stock of goods delivered by us. The taking back of the goods subject to retention of title shall only constitute a withdrawal from the contract if we expressly declare this in writing or if mandatory statutory provisions so require. The customer must inform us immediately in writing of any access by third parties to goods subject to retention of title or claims assigned to us.

10.9 If the value of the securities existing for us in accordance with the above provisions exceeds the secured claims by more than 10% in total, we shall be obliged, at the customer's request, to release securities of our choice to this extent.

10.10 The processing and treatment of the goods subject to retention of title shall be carried out for us as the manufacturer, but without placing us under any obligation. If the goods subject to retention of title are processed or inseparably combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the net invoice amount of our goods to the net invoice amounts of the other processed or combined items. If our goods are combined with other movable items to form a single item, which is to be regarded as the main item, the customer hereby transfers co-ownership of this to us in the same ratio. The customer shall hold the property or co-ownership in safekeeping for us free of charge. The co-ownership rights arising herefrom shall be deemed reserved goods. At our request, the customer is obliged to provide us with the information necessary to pursue our ownership or co-ownership rights at any time.

10.11 If, in the case of deliveries abroad, certain measures and/or declarations on the part of the customer are necessary in the country of import for the effectiveness of the above-mentioned retention of title or other rights specified therein, the customer shall notify us of

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this in writing or in text form and shall carry out or submit such measures and/or declarations immediately at its own expense. We shall cooperate in this to the extent necessary. If the law of the importing country does not permit retention of title but allows us to reserve other rights to the delivery item, we may exercise all rights of this kind at our reasonable discretion (§ 315 BGB). (§ 315 III BGB – right to judicial review of our discretionary decision – remains unaffected) If this does not provide equivalent security for our claims against the customer, the customer shall be obliged to provide us with other customary securities for the delivered goods at its own expense and at our reasonable discretion (§ 315 BGB). Clause 10.13 remains unaffected.

10.12 In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we can take legal action in accordance with § 771 ZPO (German Code of Civil Procedure). If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the customer shall be liable to us for the loss incurred.

10.13. If the place of delivery and/or the customer's registered office is outside the Federal Republic of Germany, we shall alternatively be entitled, waiving our rights under the above retention of title, to demand from the customer, prior to execution of the delivery, the transfer of an irrevocable letter of credit from a major international bank rated at least AA by Standard & Poor's under German law with jurisdiction in the Federal Republic of Germany, in which the bank undertakes to make payment to us upon presentation of the delivery note.

11. Disclaimer/limitation of liability

11.1 Subject to the following exceptions, we shall *not* be liable, in particular for claims by the customer for damages or reimbursement of expenses – regardless of the legal basis – in the event of a breach of obligations arising from the contractual relationship.

11.2 The above exclusion of liability pursuant to Section 11.1 shall not apply:

- to our own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
- for the breach of essential contractual obligations; "Essential contractual obligations" are those whose fulfillment characterizes the contract and on which the customer may rely.
- in the event of injury to life, limb, or health, including by legal representatives or vicarious agents;
- insofar as we have assumed the guarantee for the quality of our goods or the existence of a successful performance, or a procurement risk in accordance with § 276 BGB (German Civil Code);
- in the event of liability under the Product Liability Act or other mandatory statutory liability provisions.

11.3 In the event that we or our vicarious agents are only guilty of slight negligence and none of the cases listed in section 11.2, items 1, 3, 4, and 5 above apply, we shall only be liable for foreseeable damage typical for this type of contract, even in the event of a breach of essential contractual obligations. § 254 BGB (contributory negligence) remains unaffected.

11.4. The exclusions and limitations of liability pursuant to the preceding clauses 11.1 to 11.3 and clause 11.5 shall apply to the same extent in favor of our organs, our executive and non-executive employees and other vicarious agents, as well as our subcontractors.

11.5 Claims by the customer for damages arising from this contractual relationship can only be asserted within a preclusive period of one year from the start of the statutory limitation period. This does not apply if we are guilty of intent or gross negligence, in cases of slight negligence if we have breached an essential contractual obligation, and in cases of claims due to injury to life, limb, or health, as well as in cases of claims based on a tortious act or an expressly assumed guarantee or the assumption of a procurement risk pursuant to § 276 of the German Civil Code (BGB), or in the event that a longer limitation period is mandatory by law.

11.6 The above provisions do not imply a reversal of the burden of proof.

12. Place of performance / place of jurisdiction / applicable law

12.1 The place of performance for all contractual obligations is the registered office of our company, except in the case of the assumption of a debt to be delivered or other agreement.

12.2 The exclusive place of jurisdiction for all disputes is the registered office of our company, provided that the customer is a merchant within the meaning of the German Commercial Code. For the sake of clarity, this jurisdiction clause in sentences 1 and 2 also applies to matters between us and the customer that may lead to non-contractual claims within the meaning of EC Regulation No. 864/2007. However, we are also entitled to sue the customer at their general place of jurisdiction.

12.3 All legal relationships between the customer and us shall be governed exclusively by the laws of the Federal Republic of Germany. It is expressly clarified that this choice of law is also to be understood as such within the meaning of Art. 14 (1) b) EC Regulation No. 864/2007 and shall therefore also apply to non-contractual claims within the meaning of this Regulation. If foreign law is mandatory in individual cases, our General Terms and Conditions shall be interpreted in such a way that the economic purpose pursued by them is preserved as far as possible.

13. Property rights, license

13.1 Unless otherwise agreed, we are only obliged to deliver the goods in the Federal Republic of Germany free of industrial property rights and copyrights of third parties.

If a third party asserts justified claims against us for infringement of property rights by products delivered by us to the customer, we shall be liable to the customer within the period specified in Section 8.7 as follows:

- At our discretion, we will first attempt to either obtain a right of use for the deliveries in question at our expense or modify the delivery item in compliance with the contractually agreed properties so that the property right is not infringed, or replace it. If this is not possible for us, or if we refuse to do so, the customer is entitled to his statutory rights, which, however, are governed by the contract and these General Terms and Conditions of Delivery and Order after modification.
- The customer shall only be entitled to rights against us in the event of an infringement of property rights by our delivery items if he informs us immediately in writing or in text form of the claims asserted by third parties, does not acknowledge an infringement, and reserves all defensive measures and settlement negotiations for us.
- If the customer discontinues use of the products for reasons of damage mitigation or other important reasons, they are obliged to inform the third party that the discontinuation of use does not constitute an acknowledgment of an infringement of property rights.
- If the customer is attacked by third parties for infringements of property rights as a result of using the products delivered by us, the customer undertakes to inform us immediately in writing or in text form and to give us the opportunity to participate in any legal dispute in a leading role. The customer shall support us in every respect in the conduct of such a legal dispute. The customer shall refrain from any actions that could impair our legal position.

13.2 Claims by the customer are excluded if they are responsible for the infringement of property rights. Claims by the customer are also excluded if the infringement of property rights is caused by special specifications of the customer, by an application that was not foreseeable by us at the time of conclusion of the contract, or by the fact that the products have been modified by the customer or used together with products not supplied by us that do not correspond to their intended use, insofar as the infringement of property rights is based on this.

13.3 Upon proper fulfillment of their contractual obligations, the customer shall receive the right to use the services in accordance with the contract.

All copyrights, patents, or other industrial property rights shall remain with us, unless expressly agreed otherwise. If inventions eligible for protection arise during the execution of the contract, we shall grant the customer a non-exclusive and non-transferable right of use on economically favorable terms. The customer's right to receive all rights to the invention in the event that the creation of the invention is a primary contractual obligation on our part remains unaffected.

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14. Pallet exchange

Exchange pallets shall be exchanged on a train-by-train basis in accordance with the applicable UIC standard. We shall pass on to the customer any additional costs incurred by us as a result of it not being possible to exchange pallets on a train-by-train basis (e.g., due to the involvement of pallet service providers).

15. Export control / Product approval / Import regulations

15.1 Unless otherwise agreed with the customer, the delivered goods are intended for initial sale within the Federal Republic of Germany or, in the case of delivery outside the Federal Republic of Germany, to the country of initial delivery (country of initial delivery) agreed with us by the customer.

15.2 *We would like to point out to the customer* that European and German foreign trade law applies to the transfer/export of goods (merchandise, software, technology) and the provision of services (e.g., assembly, maintenance, servicing, repairs, instruction/training, etc.) with a cross-border connection to the fulfillment of the contractual obligation, European and German foreign trade law applies and the individual deliveries and technical services may be subject to export control restrictions and prohibitions. This applies in particular to so-called armaments and dual-use goods. In addition, there are European and other global national embargo regulations against certain countries and persons, companies, and organizations that may prohibit or subject to authorization the delivery, provision, transfer, export, or sale of goods and the performance of services. For cross-border delivery or provision, we may therefore be required to obtain official approvals or other certificates. More detailed rights and obligations in this regard are governed by the following provisions. For certain transactions involving US goods or other US-related items, US (re-)export law may also apply due to its extraterritorial effect and may result in prohibitions or licensing requirements that we must observe and implement in order to avoid sanctions by US authorities.

15.3 The customer is obliged to check the existence of and compliance with export and import control regulations and to strictly observe the export regulations and embargoes relevant to these goods, in particular those of the European Union (EU), Germany or other EU member states, and, where applicable, the USA or Asian or Arab countries and all affected third countries, insofar as they export the products delivered by us or have them exported by us.

15.4 The cross-border return of samples, tools, software, materials, and technology, including in the form of drawings, instructions, data, etc., to the customer may also be subject to foreign trade regulations in individual cases and may be subject to official approval procedures. The customer warrants that, prior to the transfer of the products delivered by us to the customer and their components and/or accessories to a country other than the country of initial delivery agreed with us, the necessary national product approvals or product registrations will be obtained by the customer in good time and that the requirements laid down in the national law of the country concerned for the provision of user information in the national language and all import regulations and export control regulations will be complied with.

15.5 Compliance with the delivery obligation may be subject to the release or granting of export or transfer licenses or other foreign trade certificates by the competent authorities.

If we are prevented from delivering on time due to the duration of the necessary and proper execution of a customs or foreign trade application, approval, or inspection procedure through no fault of our own, the delivery time shall be extended appropriately by the duration of the delay caused by this official procedure. We cannot generally specify a fixed duration for the aforementioned procedures on the part of the authorities. We will inform the customer immediately about such procedures as well as circumstances and measures in individual cases. Claims for damages by the customer for delays for which we are not at fault for this reason are excluded, unless we have contractually assumed a guarantee liability towards the customer.

15.6 The customer is obliged to provide timely and complete information about the end use and any end users of the goods to be delivered or the services to be provided who differ from those initially notified to us, in writing or in text form, immediately after conclusion of the contract. Any delivery period or performance period shall not commence before this. This includes, in particular, issuing any necessary end-use certificates (so-called EUCs) and sending the originals to us in order to verify the end use and intended purpose of the goods or services and to provide evidence to the competent authority for customs and export control purposes. If the aforementioned documents reveal potential violations of export bans

or embargo regulations, we shall be entitled to withdraw from the contract without compensation.

15.7 Any re-export requirements arising from permits issued to us by the competent authorities or courts must be complied with by the customer. The customer must contractually oblige its customers to do so and provide us with evidence of this upon request. We will inform the customer of the scope and extent of such requirements imposed on us at the latest upon delivery.

15.8 If the necessary export or transfer licenses or other necessary approvals are not granted to us or our suppliers by the competent authorities through no fault of our own, or if other obstacles arise through no fault of our own due to customs, foreign trade, and embargo regulations applicable to us as exporters or transporters or to our suppliers, we shall be entitled to withdraw from the contract or from the individual delivery or service obligation, unless we have expressly assumed no-fault guarantee liability for their provision.

This shall also apply if, through no fault of our own, corresponding export control and embargo law obstacles arise between the conclusion of the contract and the delivery or performance of the service, as well as in the event of the assertion of warranty rights, e.g., due to a change in the legal situation, and make the performance of the delivery or service temporarily or permanently impossible. This may be the case, for example, because export or transfer licenses or other foreign trade licenses or approvals issued to us or our suppliers by the competent authorities through no fault of our own, or if other legal obstacles due to customs, foreign trade, and embargo regulations that must be observed prevent the fulfillment of the contract or the delivery or service through no fault of our own. Claims for damages by the buyer for this reason are excluded, unless we have expressly assumed strict liability for the provision of the aforementioned permits or documents.

15.9 The customer must carry out appropriate checks in relation to our deliveries and services to them in order to prevent any transaction with parties sanctioned by embargo lists of the EU, the Federal Republic of Germany, or the USA, or by other relevant sanctions. In particular, the customer shall check and ensure, and prove to us upon request, that

- that the products provided will not be used, either directly or indirectly, in connection with the development, manufacture, handling, operation, maintenance, storage, location, identification, or dissemination of chemical, biological, or nuclear weapons or their delivery technology (e.g., missiles), nor in connection with military (e.g., installation in military goods) or civil nuclear (e.g., use in connection with the operation of a civil nuclear facility) end use, and that they will not be delivered or transported to Russia, Belarus, or the Russian-occupied territories of Ukraine;
- .
- the products supplied are not intended for use in defense, nuclear technology, or weapons technology;
- no companies or individuals listed on the US Denied Persons List (DPL) are supplied with US goods, US software, or US technology;
- no companies or individuals named in the US Warning List, US Entity List, or US Specially Designated Nationals List are supplied with US-origin products without the relevant authorization;
- No goods are supplied to companies and individuals listed on the Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists, or EU terrorist lists, or other relevant negative lists for export control.
- no military recipients are supplied with the products we deliver;
- no recipients are supplied to whom there is a violation of other export control regulations, in particular those of the EU or ASEAN countries;
- all early warning notices from the competent German or national authorities of the respective country of origin of the delivery are observed.

The customer is also obliged to comply in full with any sanctions program adopted by the United Nations Security Council, the European Union, and the Federal Republic of Germany, or any

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comparable sanctions program adopted by another administrative body or government responsible for us or the customer. We may also apply the export control regulations applicable to us in relation to the customer and, in addition to a trade sanctions regime, introduce trade restrictions on the distribution of our products to certain countries, and the customer is obliged to comply with these. If the customer violates this provision, Section 14.15 shall apply accordingly.

The customer shall also be obliged to comply fully with all applicable export control regulations or laws, in particular those of the Federal Republic of Germany, the United States of America, the United Nations, the European Union, Japan, and all such restrictions imposed on us and communicated to the customer. In addition, the customer is obligated not to deliver or have delivered the goods supplied by us to Russia or Belarus.

The customer warrants to us that its customers fully comply with all of the aforementioned embargoes and trade restrictions in relation to our products.

15.10 The customer undertakes to prove this obligation to its customers for the goods delivered by us and to prove this to us upon request.

15.11 Access to and use and/or export of goods delivered by us may *only* take place if the above checks and assurances have been carried out by the customer; otherwise, the customer must refrain from the intended export and we are not obliged to perform.

15.12 When passing on the goods delivered by us to third parties, the customer undertakes to oblige these third parties in the same way as the customer in clauses 15.1 - 15.11 and 15.13 and to inform them of the necessity of complying with such legal provisions.

15.13 In addition, in the case of agreed delivery outside the Federal Republic of Germany, the customer shall ensure at its own expense that all national import regulations of the country of first delivery are fulfilled completely and in a timely manner without any cost to us with regard to the goods to be delivered by us.

15.14 The customer shall indemnify us against all damages and proven usual and reasonable expenses resulting from the culpable breach of the above obligations pursuant to Sections 14.1 – 15.13. This does not include the costs for our own employees, which are not reimbursable. § 254 BGB (contributory negligence) remains unaffected.

15.15 If we become aware of facts or circumstances that mean that the fulfillment of an individual contract is not in accordance with the embargoes, trade regulations, etc. agreed with the customer or relevant for the execution of the individual contract, we may withdraw from the affected contract without compensation or withdraw from the affected contract at any time for good cause without observing a notice period. sanctions, or trade regulations, we may withdraw from the affected contract without compensation or terminate the affected contract (even after confirmation of the contract) at any time for good cause without observing a notice period in the case of continuing obligations and discontinue the delivery of products or demand the return of products already delivered without prior warning. In this case, the customer may reclaim the purchase price already paid, unless the products in question were tailor-made for the customer, in which case we are not obliged to refund the purchase price. Any claims for damages and/or reimbursement of expenses by the customer in this regard are excluded. This also applies if, after conclusion or confirmation of the contract, embargo, sanction, trade regulations or internal compliance guidelines change or if the customer is subject to additional or further embargo, sanction or trade regulations.

16 Opening of insolvency proceedings / Incoterms / Written form / Severability clause

16.1 An application to open insolvency proceedings against the customer or the customer's suspension of payments, despite a reminder from us, not based on rights of retention or other rights, entitles us, in the event that the customer is in breach of duty towards us at this point in time, to withdraw from the contract at any time, insofar as the customer is in breach of contract at this point in time, or to make the fulfillment of the contract dependent on the prior fulfillment of the payment obligation. In the case of continuing obligations, we are entitled to terminate the contract without notice instead of withdrawing from it. ³ 314 of the German Civil Code (BGB) (termination of continuing obligations) remains unaffected. If the delivery of the purchased item or our service has already been made, the consideration shall become due immediately in the aforementioned cases. We shall also be entitled to reclaim the purchased item in the aforementioned cases and to retain it until the purchase price has been paid in full.

16.2 Insofar as trade clauses in accordance with the International Commercial Terms (INCOTERMS®) have been agreed, INCOTERMS 2020 shall apply.

16.3 All agreements, collateral agreements, assurances, and contract amendments must be made in writing. This also applies to the waiver of the written form requirement itself. The priority of individual agreements in written, textual, or oral form (§ 305b BGB) remains unaffected.

16.4 Should any provision of this contract be or become wholly or partially invalid/void or unenforceable for reasons of the law on general terms and conditions pursuant to §§ 305 to 310 BGB, the statutory provisions shall apply.

Should a present or future provision of the contract be wholly or partially invalid/void or unenforceable for reasons other than the provisions concerning the law on general terms and conditions pursuant to §§ 305 to 310 BGB, void or unenforceable, this shall not affect the validity of the remaining provisions of this contract, unless the execution of the contract—even taking into account the following provisions—would constitute an unreasonable hardship (§ 306 III BGB) for one of the parties. The same shall apply if, after conclusion of the contract, a gap arises that needs to be filled.

Contrary to any principle according to which a severability clause is intended solely to reverse the burden of proof, the validity of the remaining provisions of the contract shall remain unaffected under all circumstances, thereby waiving § 139 BGB in its entirety.

In this case, the parties shall replace any invalid/void/unenforceable provision or any gap requiring completion for reasons other than the provisions concerning the law on general terms and conditions pursuant to §§ 305 to 310 BGB, or a gap requiring completion, with a valid provision that corresponds in its legal and economic content to the invalid/void/unenforceable provision and the overall purpose of the contract. § 139 BGB (partial invalidity) is expressly excluded. If the nullity of a provision is based on a measure of performance or time (deadline or date) specified therein, the provision shall be agreed with a legally permissible measure that comes closest to the original measure.

Note:

In accordance with the provisions of the EU GDPR and the Data Protection Act, we would like to point out that contract processing in our company is carried out using an IT system and that we also store the data received as a result of the business relationship with the customer in this context.

Lingemann GmbH, August 2025