

## **I. General information**

1. All our deliveries and services are subject to these terms and conditions as well as any separate contractual agreements. Deviating or supplementary terms and conditions of purchase shall not become part of the contract even if the order is accepted. This also applies in particular if, for organisational reasons, orders are confirmed on the Customer's own forms.
2. LESER reserves the right of ownership and copyright to samples, cost estimates, drawings and similar information. LESER reserves the property rights and copyrights to samples, cost estimates, drawings and similar information of a physical and non-physical nature - also in electronic form; they may not be made accessible to third parties. LESER undertakes to make information and documents designated as confidential by the Customer accessible to third parties only with the Customer's consent.

## **II. Conclusion of contract**

The contract shall be concluded with LESER's order confirmation, provided that the Customer submits an offer by placing an order; in the case of an offer by LESER which is binding for a certain period and timely acceptance without reservations by the Customer the contract shall be concluded through this acceptance. All agreements made between the parties upon conclusion of the contract shall be set out in full in writing. The employees of LESER shall not be authorised to make verbal promises deviating from the written contractual agreement.

## **III. Price and Payment**

1. In the absence of a special agreement, the prices apply FCA Hohenwestedt plant according to Incoterms 2020 including cardboard packaging. Value-added tax at the applicable statutory rate shall be added to the prices.
2. In the absence of a special agreement, payment shall be made to LESER's account within 30 days of the invoice date net by bank transfer (the date when the amount is credited to the account shall be decisive). The deduction of a discount shall require special agreement. Payment shall be made irrespective of receipt of the acceptance documents and without prejudice to the right to give notice of defects. In the event of default of payment, LESER shall be entitled to charge interest on arrears at the statutory rate. Further rights and claims of LESER shall remain unaffected. The Customer shall only be entitled to retain payments or offset them against counterclaims to the extent that its counterclaims are undisputed or have been determined by a non-appealable court decision. This restriction shall not apply to counterclaims due to defects resulting from the same contractual relationship as LESER's claim.

## **IV. Delivery**

1. The delivery time shall result from the agreements between the contracting parties. LESER's compliance with the delivery time shall be subject to the condition that all commercial and technical questions between the contracting parties have been clarified and that the Customer has fulfilled all obligations incumbent upon it, such as the provision of the necessary official certificates or authorisations or an advance payment. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if LESER is responsible for the delay.

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2. Compliance with the delivery deadline is subject to correct and timely delivery to LESER by its suppliers.
3. The delivery deadline shall be deemed to have been met if the delivery item has left LESER's works or readiness for dispatch has been notified by the time it expires. If acceptance is to take place, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - or alternatively the notification of readiness for acceptance.
4. If dispatch or acceptance of the delivery item is delayed for reasons for which the Customer is responsible, the Customer shall be charged the costs incurred as a result of the delay, starting one month after notification of readiness for dispatch or acceptance. If the Customer is solely or predominantly responsible for these circumstances, he shall remain obliged to provide consideration.
5. If non-compliance with the delivery time is due to force majeure, labour disputes or other events beyond LESER's control, the delivery time shall be extended accordingly. This shall also apply if the circumstances occur at subcontractors. LESER shall inform the Customer of the beginning and end of such circumstances without delay. If the hindrance lasts longer than three months, each of the parties shall be entitled to rescind the contract.
6. The Customer may rescind the contract without setting a deadline if LESER is finally unable to provide the entire service before the transfer of risk. Furthermore, the Customer may rescind the contract if, in the case of an order, the fulfilment of part of the delivery becomes impossible and the Customer has a justified interest in rejecting the partial delivery. If this is not the case, the Customer must pay the contract price for the partial delivery. The same shall apply if LESER is unable to fulfil its obligations. For the rest, Section VIII shall apply. If the impossibility or incapacity occurs during the delay in acceptance or if the Customer is solely or predominantly responsible for these circumstances, it shall remain obliged to pay the consideration.
7. Insofar as LESER is liable due to delay, liability for compensation for damages caused by delay (damages in addition to performance) shall be limited to 5 % of the purchase price of the delayed delivery, insofar as LESER is not guilty of intent or gross negligence and no personal injury is involved. For the rest, liability shall be governed by Section VIII.

If the Customer grants LESER a reasonable deadline for performance in the event of default and if the deadline is not met, the Customer shall be entitled to rescind the contract within the framework of the statutory provisions. A prior setting of a grace period shall not be required insofar as this is dispensable according to the statutory provisions.

8. In accordance with Section 15 of the German Packaging Act (VerpackG), LESER shall take back used, completely empty packaging of the same type, shape and size as that put on the market by LESER free of charge at the place of actual handover or in its immediate vicinity in order to reuse or recycle it.

## **V. Transfer of Risk, acceptance**

1. The risk shall pass to the Customer when the delivery item has left the factory, even if partial deliveries are made or LESER has assumed other services, e.g. shipping costs or delivery and installation. If acceptance is required, this shall be decisive for the transfer of risk. It must be carried out without undue delay on the acceptance date, alternatively after LESER's notification of readiness for acceptance. The Customer may not refuse acceptance in the event of a minor defect.
2. If dispatch or acceptance is delayed or does not take place as a result of circumstances for which LESER is not responsible, the risk shall pass to the Customer from the date of notification of readiness for dispatch or acceptance. LESER undertakes to take out any insurance requested by the Customer at the Customer's expense.
3. Partial deliveries are permissible, insofar as reasonable for the Customer.

## **VI. Retention of title**

1. LESER shall retain title to the delivery item until all payments arising from the delivery contract have been received.
2. Any processing or remodelling of the purchased item by the Customer shall always be carried out for LESER. If the purchased item is processed with other items not belonging to LESER, LESER shall acquire co-ownership of the new item in the ratio of the value of the purchased item to the other processed items at the time of processing.
3. If the purchased item is mixed with other items not belonging to LESER, LESER shall acquire co-ownership of the new item in the ratio of the value of the purchased item to the other mixed item at the time of mixing. If the Customer's item is to be regarded as the main item, the Customer shall transfer co-ownership to LESER on a pro rata basis.
4. LESER undertakes to release the securities to which it is entitled under this Section at the Customer's request to the extent that the value of its securities exceeds the claims to be secured by more than 20%.
5. LESER shall be entitled to insure the delivery item against theft, breakage, fire, water and other damage at the Customer's expense, unless the Customer has demonstrably taken out the insurance itself.
6. The Customer may not sell, pledge or assign the delivery item as security. In the event of seizure, confiscation or other dispositions by third parties, the Customer must inform LESER immediately.
7. In the event of breach of contract by the Customer, in particular in the event of default in payment, LESER shall be entitled to rescind the contract under the statutory conditions and thereupon to take back the delivery item and the Customer shall be obliged to surrender it.

## VII. Claims from defects

LESER shall provide a warranty for material defects and defects of title in the delivery to the exclusion of further claims - subject to Section VIII - as follows:

### Material defects

1. All parts which prove to be defective as a result of a circumstance prior to the transfer of risk shall be repaired or replaced free of defects at LESER's discretion and free of charge. The inspection and complaint obligations pursuant to Section 377 of the German Commercial Code (HGB) shall apply. Notification of defects must be made in writing. Replaced parts shall become the property of LESER.
2. After consultation with LESER, the Buyer shall give LESER the necessary time and opportunity to carry out all repairs and replacement deliveries which LESER deems necessary, otherwise LESER shall be released from liability for the resulting consequences. Only in urgent cases where operational safety is jeopardised or to prevent disproportionately large damage, in which case LESER must be notified immediately, shall the Customer have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from LESER.
3. Of the costs arising from the rectification of defects or replacement delivery, LESER shall bear the costs of the replacement part, including despatch, insofar as the complaint proves to be justified. In the event of rectification, LESER shall bear all expenses necessary for the purpose of rectification, in particular transport, labour and material costs.
4. The Customer shall be entitled to rescind the contract within the framework of the statutory provisions if LESER allows a reasonable deadline set for it for the rectification or replacement delivery due to a material defect to elapse fruitlessly. A prior setting of a grace period shall not be required insofar as this is dispensable according to the statutory provisions. If there is only an insignificant defect, the customer shall only be entitled to a reduction of the contract price. The right to reduce the contract price shall otherwise be excluded.
5. In particular, no warranty shall be assumed if a defect is attributable to unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials or media, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences - unless LESER is responsible for them. Furthermore, LESER shall not assume any warranty for the selection of the materials of the delivery item if the operating conditions and medium composition are insufficiently known and only technical centre tests or the Customer's operating experience can provide information on the selection.
6. If the Customer or a third party carries out improper repairs, LESER shall not be liable for the resulting consequences. The same shall apply to any changes made to the delivery item without the prior consent of LESER.

Return of goods

7. Goods delivered in accordance with the order shall not be taken back. If LESER agrees to take back goods in individual cases, they shall be delivered carriage paid to Hohenwestedt and 15% of the value of the goods shall be paid for reconditioning and handling costs, unless otherwise agreed. Customised products and fittings which LESER has modified in accordance with the order cannot be taken back under any circumstances. Additional costs, such as acceptance fees or inspection costs, cannot be reimbursed.

Defects of title

8. If the use of the delivery item leads to an infringement of industrial property rights or copyrights, LESER shall, at its own expense, procure the right for the Customer to continue using the delivery item or modify the delivery item in a way that is reasonable for the Customer so that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the Customer shall be entitled to rescind the contract.

In addition, LESER shall indemnify the Customer against justified claims of the respective owners of the property rights, unless LESER proves that it is not responsible for the breach of duty.

9. The obligations of LESER specified in Section VII. 8 shall be conclusive, subject to Section VIII. in the event of an infringement of industrial property rights or copyright.

They only exist if

- the Customer informs LESER without undue delay of any asserted infringements of industrial property rights or copyrights,
- the Customer supports LESER to a reasonable extent in the defence of the asserted claims or enables LESER to carry out the modification measures in accordance with Section VII. 8,
- LESER reserves the right to take all defence measures, including out-of-court settlements,
- the defect of title is not based on an instruction of the Customer and
- the infringement was not caused by the fact that the Customer modified the delivery item without authorisation or used it in a manner not in accordance with the contract.

## **VIII. Liability**

LESER is liable for damages - for whatever legal reasons - only

- in the case of intent or
- in the event of gross negligence or
- in the event of culpable injury to life, body, health or
- in the case of defects that have been fraudulently concealed or whose absence is guaranteed or
- in the event of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.

In the event of culpable breach of material contractual obligations, LESER shall also be liable for slight negligence, in the latter case limited to reasonably foreseeable damage typical of the contract. Essential contractual obligations are those which are necessary for the fulfilment of the contractual obligations and on the observance of which the Customer regularly relies and may rely. This limitation of liability shall not apply in the event of injury to life, limb or health or any other case set out above.

Further claims are excluded.

#### **IX. Statute of limitations**

All claims of the Customer due to defects shall become time-barred 12 months after delivery or - if acceptance has been agreed - from the time of acceptance or transfer of risk in accordance with Section V.2. The statutory periods shall apply to claims for damages due to intent or gross negligence or due to culpable injury to life, limb or health. The statutory periods also apply to defects in a building or to delivery items that have been used for a building in accordance with their normal use and have caused its defectiveness.

#### **X. Software utilisation**

If software is included in the scope of delivery, the Customer shall be granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

The Customer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (Sections 69 a ff. of the German Copy Rights Act, UrhG). The Customer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the prior express consent of LESER.

All other rights to the software and the documentation, including copies, shall remain with LESER or the software supplier. The granting of sub-licences is not permitted.

#### **XI. Applicable law, place of jurisdiction**

1. All legal relationships between LESER and the Customer shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
2. The place of jurisdiction shall be the court responsible for the registered office of LESER. This place of jurisdiction shall apply exclusively to the Customer. However, LESER shall alternatively be entitled to bring an action at the Customer's head office.

Hamburg, April 2024