

General Terms and Conditions of Sale of Munters GmbH (Januar 2026)

A. General conditions

I. Scope

- These General Terms and Conditions of Sale ("GTCS") apply to all business relationships between Munters GmbH ("Supplier") and its customers ("Customer"). They only apply if the customer is an entrepreneur within the meaning of § 14 German Civil Code (*Bürgerliches Gesetzbuch*), a legal entity under public law or a special public fund. These GTCS apply in particular to contracts for the sale and/or supply of movable goods ("Goods"), irrespective of whether the Supplier manufactures the Goods itself or purchases them from Suppliers (§§ 433, 650 German Civil Code). These GTCS also apply to services provided by the Supplier.
- These GTCS shall apply exclusively. The Supplier hereby rejects any conflicting, deviating or supplementary terms and conditions of the Customer, which shall not become part of the contract unless the Supplier gives its express written consent to their incorporation in the contract. It does not constitute such consent if the Supplier accepts orders without any reservation, performs services or supplies goods, or refers directly or indirectly to letters etc., containing the Customer's or third-party terms and conditions, while being aware of the Customer's terms and conditions.
- Unless otherwise agreed, the current version of the Supplier's GTCS serves as a framework agreement (§ 305 (3) German Civil Code) for subsequent contracts within the meaning of paragraph (1) with the same Customer, without the Supplier having to refer to its GTCS in each individual case.
- Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in the order confirmation shall take precedence over these GTCS.

II. Conclusion, content and proof of the contract

- The Supplier's offers are non-binding and subject to change unless expressly marked as binding. The Customer shall point out any obvious errors in the offers (e.g. obvious calculation errors, incorrect product specifications or incompleteness) for the purpose of correction before the contract is concluded; otherwise, the contract is not concluded.
- The customer's order is a legally binding invitation to enter into a contract. Supplier shall confirm offers by means of a written declaration ("Order Confirmation"). Unless otherwise stated in the Customer's offer, the Supplier may accept the offer within 10 working days of receipt. Working days are Monday to Friday, disregarding national public holidays.
- Legally relevant declarations and notifications by the Customer after conclusion of the contract (e.g. setting of deadlines, reminders, notices of defects, declarations of withdrawal or reduction) must be made in writing to be effective. Verbal side agreements, subsequent contract amendments and agreements and commitments of any kind, including statements made by the Supplier's employees, are only legally binding if the Supplier has expressly confirmed them in writing. The written Order Confirmation is decisive for determining the scope of the order.
- Any information contained in the Supplier's product catalogues, price lists or other documents, such as illustrations, drawings, weight and dimension specifications, shall only become part of the contract if the contract expressly refers to it.
- Other than the guarantees and/or procurement risks expressly agreed upon in the contract, no guarantees or risk assumptions are provided. The Supplier's subcontractors are not vicarious agents within the meaning of § 278 German Civil Code.

III. Delivery terms, transfer of risk, acceptance

- Unless otherwise agreed, all deliveries by the Supplier are made "EXW Hamburg (Incoterms 2020)". Notwithstanding this and only if expressly agreed with the Customer, the Supplier will ship the Goods to the place of destination stipulated by the Customer; in this case, the Customer will bear the costs of shipment (sales shipment (*Versendungskauf*)).
- Unless otherwise agreed, the Supplier shall be entitled to specify the type of shipment (in particular, the transport company and shipping route). The Goods shall only be insured by the Supplier against theft, breakage, transport, fire or water damage or other insurable risks if this is expressly agreed with the Customer and then solely at customer's expense. In the case of a sales shipment, risk passes to the Customer when Customer receives Supplier's notice that the order is ready for shipment, or – if such notice is not provided for by contract – no later than handover of the Goods to the carrier, freighter

or other transport person. This shall also apply to partial deliveries.

- If the Customer is in default with acceptance, fails to cooperate as required or if Supplier's performance is delayed for other reasons for which the Customer is responsible, the Supplier shall be entitled to demand compensation for any resulting damage, including additional expenses (e.g. storage costs).
- If Goods shall undergo an acceptance test (analogous to the meaning in a contract for work and services (*Werkvertrag*)), §§ 640 (1), (2) sentence 1 and (3) German Civil Code shall apply accordingly. However, the Goods shall be deemed to have been accepted at the latest when
 - the delivery has been completed – and, if and to the extent that the Supplier is also responsible for assembly or a similar service (e.g. installation, fitting, commissioning, setup, adjustment) – assembly has been completed,
 - the Supplier has immediately notified the Customer of completion and requested acceptance,
 - either (aa) 10 working days have passed since this request or, (bb) the Customer has started using the Goods and five (5) working days have passed since the request; and
 - the Customer has not declared acceptance (express or implied) within the relevant period specified above unless this is due to a defect which has been notified to the Supplier and which makes it impossible or significantly impairs the use of the Goods.

IV. Delivery periods, force majeure, liability for delay and impossibility

- Any delivery times or dates for deliveries and services stated in the Supplier's offer are always approximate, unless a fixed delivery time/date is expressly stated or agreed.
- Delivery periods will be extended automatically by an appropriate period if the Customer fails to fulfil its contractual obligations (including unwritten obligations to cooperate) or other duties to cooperate or other obligations in a timely manner. In particular, the Customer is responsible for providing all the documents necessary for executing the order, and all technical and other details must be clarified and confirmed. If the Customer is required to provide materials, such as reinforcement parts or ordered materials, the delivery period will begin as soon as these materials are available.
- If the Customer has not collected the Goods within three months of the date of Order Confirmation and the Supplier has notified them of the intended delivery date at least 14 calendar days in advance, the Supplier is entitled to demand that the Customer collect the Goods. If the Customer refuses to collect the Goods, the Supplier shall be entitled to withdraw from the contract and claim damages. If the Goods have already been manufactured, the Supplier shall be entitled to store them at the Customer's risk and expense until they are collected.
- An agreed delivery period shall be deemed to have been met if the customer has received a notice of readiness for collection by the expiry of the period or, if shipment has been agreed, the Supplier has handed over the Goods to the carrier or, in the event of the carrier's failure to appear or late arrival, could have handed them over.
- Partial deliveries are permissible if (a) the partial delivery can be used by the Customer within the scope of the intended contractual purpose, (b) it is ensured that the remaining Goods which were ordered will be delivered and (b) the Customer does not incur any significant additional expenses or costs as a result. If partial delivery is accepted, the Supplier may demand immediate payment of the corresponding partial invoice amount.
- This shall not affect the Supplier's statutory rights, particularly rights concerning exclusion of our duty to perform (e.g. because performance is impossible or because we cannot reasonably be expected to perform and/or subsequent fulfilment) and rights regarding default on the part of the customer in respect of acceptance or performance.
- Where it is impossible for the Supplier to meet obligations under the contract or only to do so with delay, Supplier shall not be liable to the extent that this is attributable to force majeure or other occurrences which were unforeseeable when the contract was concluded and for which Supplier is not responsible (force majeure; e.g. operational disruptions of all kinds, fire, natural disasters, epidemics, pandemics, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, delays in obtaining any necessary official approvals, official/sovereign measures). If the Supplier becomes aware of such an event, it shall inform the Customer immediately. The delivery periods shall be automatically extended/postponed by the duration of the event, plus a reasonable start-up period. The Supplier is entitled to withdraw from the contract if such occurrences make it substantially more difficult or impossible for the Supplier to perform its obligations under the

- contract and if such occurrences are more than just temporary.
8. If the Suppliers falls into default with a supply or service or if it becomes, for whatever reason, impossible for Supplier to perform such supply/service, any liability for compensation is limited as stated in Section IX. of these GTCS.

V. Prices, payment, default

1. Unless otherwise agreed, prices are always the net prices which apply at the time the contract is concluded plus value-added tax at the applicable statutory rate and any other public law fees or charges. Unless otherwise agreed, prices are quoted "EXW Incoterms (2020)" (see Section III.1 of these GTCS); any insurance, transport and packaging costs (see § 4(2) and § 4(3) of these GTCS) will be payable in addition. Discounts are only permitted with prior written agreement.
2. Unless otherwise agreed, the Supplier's invoices shall be paid within the following periods:
 - (a) For domestic orders, within 14 calendar days of receipt of the invoice and delivery of the Goods.
 - (b) For domestic orders with a net remuneration of more than EUR 50,000.00 and an agreed delivery time of more than three months, in the following instalments:
 - 1/3 after receipt of the Order Confirmation,
 - 1/3 after receiving the advice that Goods are ready for collection,
 - 1/3 within 14 calendar days of receipt of the invoice and delivery of the Goods.
 - (c) For international orders, payment must be made by means of a confirmed, irrevocable letter of credit in favour of the supplier, issued by one of the banks listed in the Supplier's bank details, with a term of two months plus the agreed delivery time. All bank charges shall be borne by the Customer.
3. Delivery shall also be deemed to have taken place upon receipt of the the advice that Goods are ready for collection by Customer or, if shipment has been agreed, upon handover of the Goods to the transport person. The Supplier reserves the right to perform the services in whole or in part only against advance payment without giving reasons. The Supplier shall exercise this right at the latest in its Order Confirmation (see Section II.2 above).
4. The Customer is only entitled to set-off and retention if its claims against the Supplier have been declared final and absolute or are undisputed. The Customer shall only have a right of retention for claims arising from the same contractual relationship.
5. All payments shall be made in EUR to one of the accounts specified in the Order Confirmation. For payments made by bank transfer, cheque, bill of exchange or similar, the value date shall be the date on which the payment is received. Bills of exchange and cheques will only be accepted as a means of payment.
6. The Customer is automatically in default with payment upon expiry of a payment deadline. During the period of default, interest will accrue on the purchase price at the statutory default interest rate. The standard statutory default fee of EUR 40.00 (§ 288 (5) German Civil Code) will be added. The Supplier reserves the right to assert further losses incurred as a result of default and - in relation to merchants - statutory interest on arrears (§§ 352, 353 German Commercial Code (*Handelsgesetzbuch*)).
7. If, after the contract has been concluded, it becomes apparent that the Supplier's payment claim is at risk due to the Customer's inability to pay (e.g. due to an insolvency application by or against the Customer), the Supplier may refuse to provide any outstanding services. This right shall lapse if full payment is made or security is provided. The Supplier shall be entitled to set the Customer a reasonable deadline to provide consideration or security concurrently in return for its performance.

VI. Reservation of title

1. The reservation of title agreed upon herein only serves as a security for the Supplier's claims against the Customer arising from the respective contractual relationship as well as any other claims of the Supplier against the Customer arising from deliveries and services existing at the time of the respective conclusion of the contract, including any outstanding balance receivables from current account from current accounts (referred to collectively as "secured claims").
2. Any Goods delivered by the Supplier to the Customer remain the property of the Supplier until all secured claims have been paid in full. These Goods or the items replacing them in accordance with the following provisions, which are also covered by the reservation of title, are hereinafter referred to as "Reserved Goods".
3. If the Reserved Goods are to be used at a place outside the Federal Republic of Germany, the Customer is required to inform the Supplier without undue delay of all statutory requirements which must be met in order for the Supplier's reservation of title to apply and be

maintained and, without undue delay (i) to satisfy the requirements itself at its own cost to the extent legally possible or (ii) to assist the Supplier in satisfying the requirements at its own cost. At any time, the Supplier is entitled to demand information from the Customer regarding the location of the Reserved Goods, and to inspect the Customer's business premises and business records for the purpose of verifying this information.

4. The Customer shall store the Reserved Goods on behalf of the Supplier free of charge. The Customer shall insure the Reserved Goods at its own expense against fire and water damage, theft and other loss and damage at replacement value. If servicing, maintenance or inspection work become necessary (this does not include any work to be performed by the Supplier as fulfilment or subsequent fulfilment), the Customer must perform such work at its own cost in good time. If the Reserved Goods are damaged or destroyed, the Customer shall notify the Supplier immediately.
5. The Customer may not pledge the Reserved Goods or transfer title in them as security. In the event of an application to open insolvency proceedings against the Customer's assets and/or attempts by third parties to access the Goods subject to retention of title (in particular through seizure), the Customer must immediately and on every suitable occasion (e.g. in correspondence with creditors or bailiffs and when they enter the Customer's premises) that the Goods are the property of the Supplier. The Customer must notify the Supplier immediately of the application and/or attempt to seize the Goods. If third parties do not reimburse the Supplier for the judicial and/or extrajudicial costs incurred in exercising its ownership rights, the Customer shall be liable for these costs.
6. The Customer is entitled to use, process, combine, mix and/or resell the Reserved of title in the ordinary course of business, provided that it fulfils the conditions specified in paragraph (7) and no event of realisation (paragraph (9)) occurs. The Customer assigns its claims against its customers from remuneration from resale of the Reserved Goods and those claims of the Customer in respect of the Reserved Goods arising for any other reason against its customer or third parties (in particular claims from tortious acts and claims from insurance payments) including any outstanding balance receivable from current account to the Supplier here and now as security; in the event that the Supplier has co-title in the Reserved Goods assignment shall refer to our pro rata co-ownership share. The Supplier herewith accepts these assignments.
7. (a) If the Reserved Goods are processed or altered (§ 950 German Civil Code) such processing will always be carried out for the Supplier as manufacturers in the Suppliers name and for its account and the Supplier will acquire directly title or – if processing or altering makes use of materials belonging to two or more owners or if the value of the newly created item is higher than the value of the Reserved Goods – pro rata co-title in the newly created item commensurate with the ratio of the value of the Reserved Goods (gross invoice value) to the value of the newly created item. The Customer herewith transfers its future ownership or co-ownership (in the ratio set out above) in the newly created item as security to cover the eventuality that the Supplier does not for some reason acquire ownership or co-ownership. The Supplier hereby accepts this transfer.
(b) If the reserved goods are combined (§ 947 German Civil Code) or mixed (§ 948 German Civil Code) with items which do not belong to the Supplier, the Supplier will acquire pro rata co-title in the newly created item commensurate with the ratio of the value of the Reserved Goods (gross invoice value) to the value of the other combined, mixed items at the time of such combining/mixing; if the Reserved Goods constitute the principal item, then the Supplier acquires sole title (§ 947 (2) German Civil Code). If one of the other items must be regarded as the principal item, to the extent that the principal item belongs to the Customer, the Customer herewith transfers to the Supplier pro rata co-ownership in the complete item in the above-stated ratio. The Supplier hereby accepts this transfer. The last two sentences of paragraph (a) shall apply mutatis mutandis to the cases referred to in this paragraph (b).
(c) The Customer shall keep the Supplier's sole title or co-ownership in an item which has been created as described in the previous provisions for the Supplier free of charge
8. The Customer assigns its claims against its customers from remuneration from resale of the Reserved Goods and those claims of the Customer in respect of the reserved goods arising for any other reason against its customer or third parties (in particular claims from tortious acts and claims from insurance payments) including any outstanding balance receivable from current account to the Supplier here and now as security; in the event that the Supplier has co-title in the Reserved Goods assignment shall refer to the Supplier's pro rata co-ownership share. The Supplier herewith accepts these assignments. The Supplier hereby irrevocably authorises the

Customer to collect the claims assigned to the Supplier in its own name on Supplier's behalf. This has no effect on the Supplier's right to collect such claims itself. However, the Supplier will not collect such claims itself and will not revoke the Customer's authorization to collect as long as the Customer duly meets its payment obligations to the Supplier (and in particular does not fall into default with payment), as long as an application has not been filed for insolvency proceedings in respect of the Customer's assets and as long as the Customer is not unable to perform (§ 321 (1) sentence 1 German Civil Code). If any of the scenarios described above occurs, the Supplier may demand that the Customer informs the Supplier of the claims assigned and the respective debtor, that it informs the respective debtors of the assignment (which Supplier may also do at its discretion) and release to the Supplier whatever documents and provide the Supplier with whatever information/data the Supplier needs to assert the claims. Paragraph (5) applies accordingly to the assigned claims.

9. If the realisable value of the security granted to the Supplier under the above provisions exceeds the Customer's outstanding debt by more than 10% on a permanent basis, the Supplier shall release the security to this extent at the Customer's request. The choice of the items to be released lies with the Supplier.
10. If the Supplier withdraws from the contract because the Customer has acted contrary to the contract – in particular if the Customer is in default with payment – under statutory requirements ("realization") the Supplier has the right to demand that the Customer release the Reserved Goods. Such request for release of Reserved Goods shall constitute declaration of withdrawal from the contract, if this has not been declared already. All transport costs which arise in connection with taking back the Reserved Goods shall be borne by the Customer. If the Supplier attaches the Reserved Goods this shall also constitute declaration of withdrawal from the contract.

VII. Copyright and industrial property rights

1. If the Supplier manufactures items based on drawings, models, specifications or samples provided by the Customer, the Customer guarantees that the production and provision of these Goods does not infringe any copyrights or other industrial property rights of third parties.
2. If a third party prohibits the Supplier from manufacturing and/or delivering goods based on the Customer's drawings, models, specifications or samples due to copyright or other industrial property rights, the Supplier may immediately cease production and delivery, withdraw from the contract, and claim compensation for all costs incurred. In this case, the Customer is not entitled to any claims for damages against the Supplier. Furthermore, the Customer shall immediately indemnify the Supplier against all third-party claims arising from copyright or other industrial property infringements. The Customer agrees to pay the Supplier an appropriate advance payment for any direct or indirect damages resulting from an infringement of copyright or other industrial property rights.
3. Samples or drawings sent in by the Customer will only be returned to the Customer at request. If no contract is concluded, the Supplier shall be entitled to destroy them.

VIII. Warranty, Customer's claims for defects

1. Unless otherwise specified below, the statutory provisions shall apply to the Customer's rights in the event of material defects, defects of title or defective services relating to the delivery. Rights arising from guarantees expressly given remain unaffected.
2. The Supplier warrants that the Goods and/or services have the quality expressly agreed upon at the conclusion of the contract and are suitable for the intended use expressly agreed in the contract (e.g. in the product description, technical data sheet or Supplier specifications). Any public statements made by the Supplier about the Goods shall not form part of the quality agreement unless the contract expressly refers to them. The dimensions of the Supplier's products are specified in millimeters in the order length x width x height, as is customary in the industry. If requirements regarding a specific characteristic of the Goods have been agreed, this excludes other requirements relating to that characteristic, even if these would correspond to the objective requirements of the subject matter of the contract.
3. Before concluding the contract, the Customer is responsible for checking that the Goods are suitable for their intended use. The Supplier shall not be liable for any lack of suitability of the Goods for the Customer's purposes if this is based on the Customer's specifications, information or instructions, or if it is caused by materials or components supplied by the Customer.
4. Unless the parties have expressly agreed that acceptance must take place or acceptance is required by law, the Customer's claims for

defects presuppose that it has fulfilled his statutory obligations to inspect the Goods and give notice of defects (§§ 377, 381 German Commercial Code). In the case of building materials and other Goods intended for installation, assembly or further processing, an inspection must be carried out immediately prior to these steps. If a defect becomes apparent during delivery or inspection, or at any time thereafter, the Customer should notify the Supplier in writing without undue delay. In any case, obvious defects must be reported in writing within three working days of delivery and defects that are not apparent during inspection must be reported in writing within the same period of time after they have been detected. If the Customer fails to carry out a proper inspection and/or notify the Supplier of any defects, the Supplier shall not be liable for any defects that are not reported, or not reported in a timely or proper manner, in accordance with the statutory provisions. This shall also apply to Goods intended for installation, attachment or fitting if the defect only becomes apparent after processing due to a breach of these obligations. In this case, the Customer shall have no claims for reimbursement of the corresponding costs ("removal and installation costs"). The post-delivery inspection must not be limited to the external appearance of the Goods and the delivery documents. It should also adequately cover quality and functionality.

5. Acceptance of the Goods despite the Customer being aware of defects also leads to the loss of claims for damages specified in §§ 634 No. 4 and 437 No. 3 German Civil Code. However, this does not apply in cases where the Supplier has assumed a quality guarantee or has fraudulently concealed a defect. If there is a defect, the Supplier may, at its discretion, remedy the defect or deliver a defect-free item.
6. The Customer shall give the Supplier a reasonable time and opportunity to examine any complaints and to provide subsequent performance. Rejected Goods shall be made available to the Supplier for inspection purposes, or access to them shall be provided. The Supplier shall bear or reimburse the Customer for any necessary expenses for inspection and subsequent performance (in particular transport, travel, labour and material costs as well as any removal and installation costs) in accordance with the statutory provisions, provided that a defect actually exists. However, subsequent performance shall not include the removal, dismantling or disinstallation of the defective item, nor the installation or fitting of the non-defective item, unless the Supplier was originally obliged to install it. The Customer's claims for reimbursement of corresponding costs ("removal and installation costs") shall remain unaffected.
7. The Customer's claims for reimbursement of expenses pursuant to § 445a (1) German Civil Code are excluded, unless the final contract in the supply chain is a consumer goods purchase (*Verbrauchsgüterkauf*, §§ 478, 474 German Civil Code). The Customer's claims damages or reimbursement of futile expenses (§ 284 German Civil Code) shall only exist in accordance with Clause Fehler! Verweisquelle konnte nicht gefunden werden. .

IX. Liability

1. Unless otherwise set out in these GTCS, the Supplier shall be liable for a breach of contractual and non-contractual duties as provided for by statute. The Supplier shall be liable without limitation – regardless of the legal basis – for damages resulting from an intentional or grossly negligent breach of duty by the Supplier or by a legal representative or vicarious agent of the Supplier.
2. The Supplier has unlimited liability – for whatever reason – for compensation for losses based on wilful (*vorsätzlich*) or grossly negligent (*grob fahrlässigen*) breach of duty on its part or by any of its legal representatives or vicarious agents.
3. In the event of a negligent (*einfach fahrlässigen*) breach of duty by the Supplier or one of its legal representatives or vicarious agents, the Supplier shall – subject to a milder standard of liability in accordance with statutory provisions – only be liable,
 - a) without limitation – for resultant losses arising from injury to life, limb or health;
 - b) for losses arising from a breach of material contractual duties. Material contractual duties are those duties that are material to proper performance of the contract and on whose fulfilment the customer generally relies on or is entitled to rely. In this case, however, the amount of our liability is limited to losses which are typical of this type of contract and which were foreseeable at the time the contract was concluded.
4. The liability limitations arising from Paragraph (3) do not apply where the Supplier has maliciously failed to disclose a defect or where the Supplier has assumed a in respect of the attributes of the Goods or a procurement risk. This shall have no effect on mandatory liability, especially under the German Product Liability Act (*Produkthaftungsgesetz*).

5. The Customer may only withdraw from or terminate the contract owing to a breach of duty on the Suppliers part which is not attributable to a defect in the goods if the Supplier is responsible for the breach of duty; in all other respects statutory provisions apply. The customer does not have the right to terminate the contract, particularly not pursuant to §§ 651, 649 German Civil Code.
6. Insofar as the Supplier's liability is excluded or limited, this limitation shall extend to any personal liability of the Supplier's employees and its representatives, organs and vicarious agents, including all group companies and the group itself, insofar as they act as vicarious agents.

X. Lump-sum compensation

The products delivered by the Supplier are protected by patent law. In the event of unlawful imitation of the products or other infringement of patents, copyrights, trade secrets, know-how or industrial property rights of the Supplier, the Supplier shall be entitled to claim compensation for the damage incurred, including additional expenses (e.g. legal costs), in the form of lump-sum damages in the amount of EUR 1,000,000 for the damage caused by the respective infringement. The proof of higher damages and the legal claims of the Supplier (in particular compensation for additional expenses, reasonable compensation, withdrawal) remain unaffected; however, the lump-sum compensation shall be offset against further monetary claims. The Customer shall be entitled to prove that the Supplier has incurred no damage at all or only significantly less damage than the above lump-sum damages.

XI. Duty to inform in the event of product safety measures

If official measures are taken at or against the Customer that affect the Goods delivered by the Supplier (in particular product safety measures, such as the order of a recall or preliminary measures), or if the Customer considers such measures of its own (in particular a report to a market surveillance authority or a recall), it shall inform the Supplier immediately in writing. The same applies if the Customer becomes aware of such measures being initiated by or directed against its own customers

XII. Limitation period

1. Claims for defects shall become time-barred one year after delivery of the Goods. If acceptance is contractually agreed or required by law, the limitation period shall commence upon acceptance within the meaning of Clause III.4. The provisions of § 438 (1) No. 1 and No. 2 German Civil Code shall remain unaffected. This shall not apply in the event of an intentional or grossly negligent breach of duty, for damages resulting from injury to life, limb or health, in the event of fraudulent concealment of a defect and/or in the event of mandatory statutory liability; in these cases, the respective statutory limitation period shall apply.
2. Delivery within the meaning of paragraph (1) refers to the receipt of the collection notification by the Customer or, if shipping has been agreed, the handover to the transport person.
3. If the Goods are a structure or an item that has been used for a building in accordance with the normal way it is used and has resulted in the defectiveness of the building (building material), the statutory limitation period pursuant to § 438 (1) No. 2 German Civil Code shall apply. Other special statutory provisions on the limitation period shall remain unaffected (in particular § 438 (1) No. 1, (3), §§ 444, 445b German Civil Code).

XIII. Measurement work

1. The costs for measurements to prove the agreed quality are not included in the Supplier's offer. At the Customer's request and at its expense, the Supplier will submit a separate offer for this. If the Customer commissions someone other than the Supplier to prove the agreed quality, the Customer must ensure that a physically reasonable measurement method is used. The Supplier shall give its consent if the method proposed by the Customer ensures accurate results. In any case, prior written consent from the Supplier for the use of the chosen measurement method must be obtained.
2. If the Customer commissions the measurement without the Supplier's prior consent, or carries it out itself, the Supplier shall not be bound by the results obtained.
3. The Supplier shall only bear the costs of the measurement if it is beyond doubt that the agreed quality is lacking.

XIV. Reservation of rights, confidentiality

1. The Supplier reserves all property rights, copyrights and intellectual property rights to all documents, materials and other items provided to the Customer, in particular offers, catalogues, price lists, cost estimates, plans, drawings, illustrations, calculations, product

specifications, manuals, samples, models and other physical and/or electronic documents or information. Reverse engineering is prohibited.

2. The Customer may not make the aforementioned items or contents accessible or disclose them to third parties or its own employees who are not involved, and may not exploit, reproduce or modify them. The Customer must treat them as confidential, use them exclusively for the contractual purposes and, at the Supplier's request, return them in full to the Supplier and destroy/delete any copies (including electronic copies), unless they are required for statutory retention obligations or for the performance of the contract. At the Supplier's request, the completeness of the return and destruction/deletion must be confirmed and, if this confirmation is not provided, a written explanation must be given detailing which items are still required and the reasons why. The confidentiality obligation shall only expire when and to the extent that the information contained in the documents provided is generally known.

XV. Place of jurisdiction, place of performance; choice of law

1. If the Customer is a merchant within the meaning of the German Commercial Code, an entrepreneur within the meaning of § 14 German Civil Code, a legal entity under public law or a special fund under public law, or if it does not have a general place of jurisdiction in the Federal Republic of Germany, Hamburg shall be the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from these GTCS or the contractual relationship between the Supplier and the Customer or in connection therewith. In all these cases, however, the Supplier is entitled to take legal action at the place of performance or at the place of the jurisdiction of the Customer, at its own discretion.
2. For all contractual claims, the place of performance is the Supplier's registered office in Hamburg. This also applies to subsequent performance. However, if the Supplier is contractually obliged to carry out assembly, installation or similar work at another location, then this location shall be the place of performance and subsequent performance.
3. These GTCS and the contractual relationships between the Supplier and the Customer are governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and other uniform international law. Any non-contractual claims in connection with these GTCS or the contractual relationship are also governed exclusively by the law of the Federal Republic of Germany.

XVI. Severability clause

1. If contractual provisions, including these GTCS, do not form part of the contract in whole or in part, or are void, ineffective or unenforceable, the validity of the remaining provisions shall remain unaffected.
2. To the extent that the provisions of these GTCS do not form part of the contract, are void or ineffective, the terms of the contract shall primarily be governed by the relevant statutory provisions (§ 306 (2) of the German Civil Code). In all other cases, and only if it is not possible to interpret the contract differently, the Supplier and the Customer shall agree on an effective provision that comes as close as possible to the economic purpose of the provision that has not become part of the contract, is void, ineffective or unenforceable. The legal consequence of the second sentence shall also apply mutatis mutandis to contractual provisions that prove to be unenforceable. If the contract, including these GTCS, is found to be incomplete for reasons other than those mentioned in paragraph (1) (particularly due to the absence of provisions or the omission of matters requiring regulation), the Supplier and the Customer shall, subject to the possibility of a supplementary interpretation of the contract, agree on effective provisions that most closely align with the contract's economic objectives.

B. Special conditions for services

I. Scope of application; services

1. The terms and conditions of the GTCS set in these "Special Conditions" (Part B) apply in addition to the terms and conditions of the "General Conditions" (Part A) for the services provided by the Supplier on the basis of a separate contract, unless the Supplier is obliged to provide these services for other reasons (e.g. due to defects claimed by the Customer under Section VIII). In the event of contradictions and deviations between the terms and conditions of the "General Conditions" (Part A) and those of the "Special Conditions" (Part B), the provisions of the "Special Conditions" (Part B) shall take precedence over those of the "General Conditions" (Part A).
2. The services covered by this "Special Conditions" include, in

particular, the services of the Supplier specified in Section II.

II. Services provided by the Supplier

1. Unless otherwise specified in the offer, the scope of services provided by the Supplier is governed exclusively by these GTCS and any specifications agreed with the Customer in writing or verbally. If no such agreement exists, the specifications in accordance with the published service descriptions for the respective service shall apply.
2. The services include, in particular, the following services provided by the Supplier:

Commissioning service

This service includes the professional commissioning of goods by the Supplier for the Customer. The commissioning service includes a standard one-hour introductory and site safety meeting between the Supplier's commissioning engineer and the Customer's designated representatives. The Supplier is entitled to charge additional fees for any further meetings. The commissioning service does not include the performance of construction work or the installation of additional equipment, such as cutting, repairing, painting, electrical work, pipework and installations, insulation, scaffolding, handling heavy goods and plant installation or conversion work, or anything similar.

Installation service

This service includes the installation and assembly of goods by the Supplier for the Customer. The installation service includes a standard one-hour introductory meeting and site safety briefing between the Supplier's technician and the Customer's designated representatives. The Supplier is entitled to charge additional fees for any further discussions. The installation service does not include construction work or the installation of additional equipment, such as cutting, repairing, painting, electrical work, plumbing and installations, insulation, scaffolding, handling heavy goods and plant installation or relocation work or anything similar.

Maintenance service

This service involves the Supplier taking care of the maintenance of goods by the Supplier for the Customer. The maintenance service includes the agreed service calls. However, service calls requested by the Customer in the event of an emergency, in particular in the event of a breakdown, are not included; such service calls must be ordered and paid for separately.

Repair service

This service covers the measures that the supplier takes to remedy defects in the goods.

III. Obligations of the Customer

1. During the agreed service period, the Customer shall provide the Supplier with all information and documents necessary for the performance of its activities. The Customer shall grant the Supplier access to the premises where the services are to be performed, including suitable, safe workplaces and on-site services and facilities, such as parking, lifting aids, ladders and access to sanitary facilities for the supplier's personnel. This shall include electricity and water supplies.
2. The Customer shall ensure that the Supplier can perform the services without delay.

IV. Costs

1. Unless otherwise specified, the agreed price is fixed and includes all labour, travel and ancillary costs.
2. The price for the Supplier's presence at the site includes all personnel costs, which have been calculated on the basis that the activities will take place on consecutive business days, unless otherwise specified. Any additional costs arising from circumstances beyond the Supplier's control shall be borne by the Customer.
3. If the Supplier incurs additional expenses beyond the agreed services, in particular due to security measures, additional travel or waiting times for which the Supplier is not responsible, the Customer shall pay for these separately, in accordance with the Supplier's hourly rates applicable at the time of performance. This shall not apply if these additional expenses are due to circumstances for which the Supplier or a third party commissioned by the Supplier is responsible.
4. If the Customer requests changes to the programme of work for the services included in the offer, the Supplier shall make reasonable efforts to amend the programme. The Supplier shall then prepare a new offer reflecting the changes to the programme. If the Supplier and the Customer agree on these changes to a programme, the Supplier shall be entitled to charge an additional fee on top of the originally agreed price. The Supplier may refuse to amend the work programme

if no agreement can be reached with the Customer regarding this additional fee.

5. Unless otherwise agreed, the Supplier shall charge the Customer a cancellation fee if the Customer cancels a service or does not grant the Supplier suitable access to perform the service. This cancellation fee is calculated as a percentage of the total price of the service, as detailed below:
 - Notification 0–24 hours before the agreed service time: 100% of the total price according to the current price list will be charged;
 - Notification 24 - 48 hours before the agreed service time: 75% of the total price according to the current price list will be charged;
 - Notification 48 - 72 hours before the agreed service time: 50% of the total price according to the current price list will be charged;
 - Notification 72 hours or more before the agreed service time: 0% will be charged.

V. Term; termination

1. Unless otherwise agreed, the contractual relationship between the Supplier and the Customer shall end once the agreed services have been fully performed. If a specific term is agreed in the contract, the contract shall end upon completion of the contractually agreed services or upon expiry of the agreed service period, without the need for termination.
2. The Supplier and the Customer shall be entitled to terminate the contract without notice for good cause. For the Supplier, good cause shall be deemed to exist in particular if the Customer breaches essential contractual obligations and, despite a written warning, continues to breach their contractual obligations or fails to remedy the consequences of said breach. Termination must be made in writing.