General Terms and Conditions of Sale, Delivery and Payment
of Hauler & Hermann GmbH
Version dated 18 November 2026

§ 1 General Provisions and Scope of Application
(1) These General Terms and Conditions of Sale, Delivery and Payment (hereinafter referred to as "GTC") apply to all quotations, deliveries and services provided by Hauler & Hermann GmbH (hereinafter referred to as "we" or "us"). They apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.
(2) Our GTC shall apply exclusively. We do not accept any conflicting, additional or deviating terms and conditions of the Buyer unless we have expressly agreed to their application. This shall also apply if we perform deliveries or services without reservation despite being aware of the Buyer's conflicting or deviating terms and conditions.
(3) Our GTC, in the version applicable at the time of conclusion of the contract, shall also apply to all future transactions with the Buyer, provided they have been validly incorporated into the business relationship.
(4) Individual agreements with the Buyer shall take precedence over these GTC.

§ 2 Quotations, Conclusion of Contracts and Documents
(1) Our quotations are subject to change and non-binding unless expressly designated as binding.
(2) A contract is concluded upon issuance of our order confirmation or performance of the delivery, unless a binding agreement has already been concluded.
(3) The nature and scope of our performance shall be determined by the contractually agreed contents of our order confirmation, including any drawings, specifications and other technical documents referred to therein.
(4) The terms and conditions validly agreed between the parties shall determine the content of the contract, in particular the prices, quantities and delivery dates stated in our order confirmation.
If our order confirmation deviates from the Buyer's purchase order, particularly due to previously communicated price changes, it shall constitute a new contractual offer to the extent that the deviating terms have not already been validly agreed.
The Buyer is expected to review our order confirmation without undue delay and notify us of any discrepancies. The statutory provisions governing the conclusion of contracts, particularly acceptance by conduct and commercial letters of confirmation (*kaufmännische Bestätigungsschreiben*), shall remain unaffected.
(5) We retain all ownership rights, copyrights and other intellectual property rights to quotations, calculations, drawings, samples, technical documents and other information prepared by us. Such materials may not be disclosed to third parties, reproduced or used for purposes other than those contractually agreed without our prior consent.

§ 3 Customer-Specific Manufacturing, Drawings and Technical Requirements
(1) Where products are manufactured according to drawings, samples, specifications, material requirements or other information provided by the Buyer, the Buyer shall be responsible for their accuracy, completeness and suitability for the intended purpose.
(2) We are not obliged to verify drawings, specifications, material requirements or other technical instructions provided by the Buyer for design accuracy, technical suitability or suitability for the intended purpose unless such verification has been expressly agreed. Statutory duties to provide warnings and exercise due care shall remain unaffected.
(3) The Buyer shall ensure that manufacturing products according to its specifications does not infringe any third-party rights, particularly patents, utility models, design rights, trademarks or copyrights.
(4) Unless expressly agreed otherwise, deviations customary in the trade or technically unavoidable deviations in dimensions, material properties, colour, surface finish and other characteristics shall not constitute a defect, provided that the agreed tolerances are complied with and suitability for the contractually intended purpose is not impaired.
(5) The contractually agreed drawings, specifications, standards and tolerances shall apply. Expressly agreed deviations, particularly those stated in our quotations or order confirmations, shall take precedence over the Buyer's original technical requirements.

§ 4 Prices and Payment Terms
(1) Unless otherwise agreed, our prices are quoted ex works, plus the applicable statutory value-added tax (VAT).
(2) Packaging, freight, customs duties, insurance and other shipping costs shall be charged in accordance with the agreements stated in the quotation or order confirmation. Special packaging requirements specified by the Buyer may be charged separately.
(3) Unless otherwise agreed, our invoices shall be payable within 30 days of the invoice date without deduction, but not before the contractual performance has been rendered and the invoice has been received.
(4) Cash discounts shall only be granted if expressly agreed.
(5) In the event of late payment, the statutory provisions on default in payment shall apply.
(6) The Buyer may only offset counterclaims that have been legally established by a final court decision, are undisputed or have been acknowledged by us. The Buyer may exercise a right of retention only to the extent that its counterclaim arises from the same contractual relationship.
(7) If, after conclusion of the contract, we become aware of circumstances giving rise to justified doubts regarding the Buyer's ability to pay, we shall be entitled to exercise our statutory rights, particularly under Section 321 BGB.

§ 5 Price Adjustments and Material Costs
(1) For contracts with an agreed delivery period exceeding three months, we shall be entitled to appropriately take into account substantial increases in material, energy, labour, freight or procurement costs occurring after conclusion of the contract and beyond our control, provided that the statutory requirements for a price adjustment are met.
(2) Corresponding cost reductions shall also be appropriately taken into account when adjusting prices. Price adjustments shall serve exclusively to pass on actual cost changes and shall not result in additional profit. Upon request, we shall provide a comprehensible explanation of the relevant cost changes.
(3) For call-off orders and framework orders, the expressly agreed pricing arrangements shall take precedence.
(4) Mandatory statutory rights of the Buyer shall remain unaffected.

§ 6 Delivery, Delivery Times and Force Majeure
(1) Delivery dates and delivery periods shall only be binding if expressly agreed as binding.
(2) Delivery periods shall not commence until all technical and commercial matters have been clarified and the Buyer has provided all necessary documents, drawings, approvals, customer-supplied materials and other required cooperation.
(3) Unless otherwise agreed, our stated delivery dates refer to the arrival of the goods at the Buyer's premises. For deliveries under EXW or FCA Filderstadt, as well as customer collections, delivery dates shall instead refer to the availability or handover of the goods at the agreed location.
(4) Events of force majeure and other circumstances beyond our control that substantially hinder or prevent delivery or performance shall result in an appropriate extension of the delivery periods. Such circumstances include, in particular, operational disruptions, shortages of energy or raw materials, transport disruptions, strikes, lockouts, government measures, natural events and delivery failures or delays by our suppliers for which we are not responsible. The event must be the cause of the respective disruption to our delivery obligations. We shall inform the Buyer of significant delays.
(5) If such an event continues for more than three months and continuation of the contract can no longer reasonably be expected of either party, that party may withdraw from the contract with regard to the portion not yet performed. Mandatory statutory rights shall remain unaffected.
(6) Partial deliveries shall be permitted insofar as they are reasonable for the Buyer.
(7) The return of goods free from defects is generally excluded. Returns shall only be accepted with our prior consent. The Buyer's statutory rights of withdrawal shall remain unaffected.

§ 7 Delivery Schedules, Framework Orders and Material Stockholding
A. Delivery Schedules
(1) For delivery schedules, a distinction is made between non-binding forecast quantities and binding delivery releases.
(2) Forecast quantities serve exclusively for non-binding demand planning. They do not create an obligation for the Buyer to purchase or accept the forecast quantities unless expressly agreed otherwise.

(3) Binding delivery releases oblige the Buyer to accept the specified quantities on the agreed dates.
(4) Changes to or cancellations of binding delivery releases require our consent. Our statutory claims in the event of failure to accept delivery shall remain unaffected.

B. Framework Orders

(5) Under framework orders, the Buyer undertakes to purchase and accept the entire bindingly agreed framework order quantity within the specified contractual period.
(6) We shall be entitled to procure the material required for the entire agreed quantity in advance and to manufacture all or part of the agreed quantity in advance, unless otherwise agreed.
(7) If agreed quantities are not called off within the contractual period, we may grant the Buyer a reasonable additional period for acceptance. If this period expires without acceptance, we shall be entitled to exercise our statutory rights, particularly claims for acceptance and payment of goods duly made available in accordance with the contract and compensation for any resulting damage.
(8) In the event of premature termination, reduction or cancellation of a binding framework order for which the Buyer is responsible, we may claim compensation for resulting damages and reasonable costs in accordance with statutory provisions. This includes, in particular, materials already procured that cannot be economically used elsewhere and manufacturing work already performed.
(9) The same costs or damages shall not be charged twice. Expenses saved and opportunities for alternative utilisation shall be appropriately taken into account.

§ 8 Delivery Quantities

(1) Production-related excess or short deliveries of up to 10% of the ordered quantity shall be permitted, provided that such deviations are customary or necessary due to the nature of production and are reasonable for the Buyer, taking its interests into account. Expressly agreed binding quantities or quantity tolerances shall take precedence.
(2) The quantity actually delivered shall be invoiced.

§ 9 Shipping and Transfer of Risk

(1) Unless otherwise agreed, delivery shall be made ex works. Any deviating delivery terms agreed between the parties, particularly Incoterms, shall take precedence.
(2) In the case of sales involving shipment, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer upon handover of the goods to the forwarding agent, carrier or other third party designated to carry out the shipment, unless otherwise agreed.
(3) If shipment is delayed due to circumstances for which the Buyer is responsible, the risk shall pass to the Buyer upon notification that the goods are ready for shipment, provided that the statutory requirements are met.
(4) The agreement of a delivery date referring to the arrival of the goods at the Buyer's premises shall not, in itself, alter the contractually agreed transfer of risk.

§ 10 Inspection and Notification of Defects

(1) The Buyer shall inspect the goods without undue delay after delivery in the ordinary course of business, insofar as the requirements of Section 377 of the German Commercial Code (HGB) apply.
(2) Apparent defects must be reported without undue delay in accordance with Section 377 HGB. Hidden defects must be reported without undue delay after their discovery.
(3) If the Buyer fails to provide proper and timely notification of defects, the goods shall be deemed accepted in accordance with Section 377 HGB.

§ 11 Claims for Defects

(1) In the event of justified claims for defects, we shall initially be entitled, at our discretion, to remedy the defect or provide replacement goods, insofar as legally permissible.
(2) If subsequent performance fails or is unreasonable for the Buyer, the Buyer shall be entitled to the statutory rights of price reduction or withdrawal from the contract.
(3) Claims for defects shall be excluded to the extent that damage or deviations occurring after the transfer of risk are caused by improper storage, processing or use, natural wear and tear, unsuitable operating conditions or failure to observe processing instructions, provided that we are not responsible for such circumstances.
(4) Where we manufacture products according to drawings, specifications, samples or material requirements provided by the Buyer, we shall not be liable for defects arising exclusively from those requirements, provided that we have complied with them in accordance with the contract and have not breached any applicable duties to provide warnings or exercise due care.

(5) Information regarding materials and product properties, insofar as it originates from material manufacturers or other suppliers, is based on the information provided by those parties. An independent guarantee shall only be assumed if expressly agreed. Contractually agreed product characteristics and quality requirements shall remain unaffected.
(6) The limitation period for claims for defects shall be twelve months from delivery of the goods, insofar as legally permissible. This shall not apply to claims for which longer statutory limitation periods are mandatory, or to claims arising from intentional misconduct, gross negligence, fraudulent concealment of a defect or injury to life, body or health.

§ 12 Application and Further Processing of Our Products
(1) Unless expressly agreed otherwise, the Buyer shall be responsible for verifying whether the delivered products are suitable for its specific application.
(2) Particularly in the case of customer-specific components and materials, the Buyer shall be responsible for the necessary testing and approval of the products for its intended application and further processing, unless otherwise contractually agreed.
(3) Any advice provided by us shall not release the Buyer from its own testing obligations, unless we have expressly guaranteed a particular characteristic or suitability under the contract or have undertaken a corresponding testing or advisory obligation.

§ 13 Liability
(1) We shall be liable without limitation in cases of intentional misconduct and gross negligence, as well as for damage resulting from injury to life, body or health, provided that the statutory requirements for liability are met.
(2) In the event of a slightly negligent breach of a material contractual obligation, our liability shall be limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract. Material contractual obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the contractual partner may regularly rely.
(3) In all other respects, liability for slight negligence shall be excluded insofar as legally permissible.
(4) The above limitations of liability shall also apply for the benefit of our legal representatives, employees and vicarious agents.
(5) Mandatory statutory liability, particularly under the German Product Liability Act, in cases of fraudulent concealment of a defect or under an expressly assumed guarantee, shall remain unaffected.

§ 14 Retention of Title
(1) We retain ownership of the delivered goods until all existing claims arising from the business relationship with the Buyer have been paid in full.
(2) The Buyer shall be entitled to process and resell goods subject to retention of title in the ordinary course of business, provided that it fulfils its contractual obligations.
(3) Any processing or transformation of goods subject to retention of title shall be carried out on our behalf without creating any obligations for us. If the goods are processed together with other items not owned by us, we shall acquire co-ownership of the new item in proportion to the value of our goods relative to the value of the other processed items at the time of processing, insofar as legally possible.
(4) The Buyer hereby assigns to us, by way of security, claims arising from the resale of goods subject to retention of title up to the invoice value of the goods supplied by us. In the event of resale following processing or combination with other goods, the assignment shall apply proportionately in accordance with our security interest. We hereby accept this assignment.
(5) The Buyer shall remain entitled to collect the assigned claims until such authorisation is revoked. In the event of default in payment or a substantial deterioration in the Buyer's financial circumstances, we may revoke the authorisation to collect claims, subject to the statutory requirements.
(6) The Buyer shall inform us without undue delay of any seizure or other third-party access to goods subject to retention of title.
(7) If the realisable value of the securities held by us exceeds the secured claims by more than 10%, we shall, at the Buyer's request, release securities of our choice.

§ 15 Tools and Manufacturing Equipment
(1) Tools, fixtures, stamping dies, moulds and other manufacturing equipment developed, designed or procured by us shall remain our property unless expressly agreed otherwise. This shall also apply if the Buyer pays the tool costs or a share of such costs.

(2) Payment of tool costs shall not establish any entitlement to transfer of ownership or surrender of the tool unless expressly agreed otherwise.
(3) The tools shall be used exclusively for manufacturing products intended for the respective Buyer, unless otherwise agreed.
(4) We shall bear the costs of normal maintenance and servicing of tools owned by us. Necessary replacements or newly manufactured tools due to wear and tear may, following prior consultation, be charged to the Buyer in whole or in part, provided that this has been agreed.
(5) For tools and manufacturing equipment supplied by the Buyer, we shall be liable in accordance with statutory provisions, taking into account the agreed storage and duty-of-care obligations. The Buyer shall bear the costs of extraordinary maintenance, repairs and servicing insofar as agreed or required by law.
(6) Unless otherwise agreed, our obligation to store customer-specific tools free of charge shall end five years after the last series production or manufacturing delivery, provided that such a limitation has been validly agreed. After this period, we may request the Buyer to decide whether the tools should continue to be stored, returned or disposed of. The Buyer's ownership rights and statutory obligations regarding surrender and safekeeping shall remain unaffected. Disposal of third-party property shall only take place with the necessary authorisation.

§ 16 Intellectual Property Rights and Indemnification
(1) Where manufacturing is carried out according to drawings, samples, models, specifications or other requirements provided by the Buyer, the Buyer shall be responsible for ensuring that no third-party rights are infringed.
(2) If third parties assert claims against us due to an infringement of intellectual property rights resulting from the Buyer's requirements, the Buyer shall indemnify us against justified claims and reasonable costs arising therefrom, insofar as the Buyer is responsible for the infringement.

§ 17 Confidentiality
(1) Technical and commercial information, drawings, samples, calculations and other information of the respective other contracting party that is recognisably confidential shall be treated as confidential and used exclusively for the performance of the business relationship.
(2) This shall not apply to information that is already publicly known, becomes publicly known without a breach of confidentiality obligations or must be disclosed due to statutory obligations.
(3) Separate non-disclosure agreements shall take precedence.

§ 18 Place of Performance, Jurisdiction and Applicable Law
(1) The place of performance for our deliveries and services, as well as for payments, shall be our registered office, unless otherwise agreed.
(2) If the Buyer is a merchant, a legal entity under public law or a special fund under public law, the courts having jurisdiction over our registered office shall have exclusive jurisdiction over all disputes arising from or in connection with the contractual relationship, insofar as legally permissible. However, we shall also be entitled to bring legal proceedings against the Buyer at its general place of jurisdiction.
(3) The laws of the Federal Republic of Germany shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

§ 19 Final Provisions
Should any provision of these GTC be or become invalid in whole or in part, the remaining provisions shall remain unaffected, provided that the contract can continue to exist without the invalid provision. The invalid provision shall be replaced by the applicable statutory provisions.