

**Standard Terms and Conditions of Sale and Delivery**  
**Becker & Hüser GmbH & Co. KG – as of September 2025**

**I. General**

1. These Standard Terms and Conditions of Sale and Delivery ("Terms") apply to entrepreneurs, legal entity under private or public law and public special assets.
2. These Terms apply to all of our contracts with the customer, including those in the future even if they are not expressly agreed on again. Our customer agrees on these Terms at least by accepting our performance. The application of any contradicting Standard Terms and Conditions of the Purchaser is objected to, even in the event that they are conveyed to us by a letter of confirmation or by other means.
3. In our contracts, all agreements between us and the customer about the performance of the contractual duties are laid down in writing.
4. Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing t. "In writing" within the meaning of these General Terms and Conditions includes both written and text form (e.g. letter, e-mail). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected.

**II. Offers and Contracts**

1. Our offers are subject to change and not binding, unless they are expressly described as binding. They remain valid for four weeks at most. Oral agreements, confirmations and warranties shall be binding only if confirmed in writing. We can accept offers of our customers within two weeks by written confirmation of order or by executing the order.
2. Rights of ownership and intellectual property remain reserved for all specimens, drawings, calculations and any other documents also in electronic form. The customer shall not make them accessible to third parties without our written approval and they must be immediately returned if so requested.
3. Technical and design deviations from descriptions and specifications in brochures, offers and written documents are subject to change as well as performance, construction and material due to technological progress. Specifications of our products (technical data, dimensions etc.) are only approximately; they are not guaranteed conditions or assured qualities, unless we give an explicit and written guaranty.
4. Material to the scope of works is our offer respectively our notice of acceptance. The customer shall notify us immediately in case of objections to those declarations, within one week of receipt at the latest.

**III. Prices**

1. Our price list valid at the time of the conclusion of the contract applies.

2. Statutory VAT is not included in our prices. The customer bears all official examination and permit fees.
3. The customer has to bear unforeseen additional expenditure that result in the performance of the delivery and that are not covered by price surcharges unless we are responsible for such additional expenditure.
4. If there is a period of more than six weeks between the conclusion of the contract and the delivery and if the applicable prices of our suppliers or other costs for our performances increase significantly, the parties shall be obliged - following corresponding notification of the above circumstances by us - to negotiate the adjustment of the agreed prices. This shall also apply if the customer has already made a down payment.

#### **IV. Delivery of Goods and Provision of Services**

1. Delivery dates or deadlines which have not been expressly confirmed or agreed as binding shall always be solely approximate.
2. The delivery shall take place ex works or ex warehouse according to our choice of shipping method and shipping route as well as freight forwarder or carrier at the customer's risk, also if we provide additional services such as shipping costs or delivery. Unloading shall be carried out immediately and properly by the customer. Waiting periods shall be borne by the customer. Insofar as acceptance must take place, the risk shall be transferred upon acceptance.
3. Shipments shall be insured against transport damage and loss only upon the express request of the customer and on his own account. A written notice of claim according to type and extent must be communicated to us immediately upon receipt of the goods.
4. If, without fault on our part, transport via the planned route or to the planned location becomes impossible or is significantly impeded in the planned time, we shall be entitled to deliver, at the expense of the customer, via a different route or to a different location.
5. If we are unable to deliver on time, we shall inform the customer immediately. If we are responsible for the delay, the customer shall be entitled to withdraw from the contract in accordance with the relevant statutory provisions after having set us a reasonable additional period of time to no avail.
6. If we are not responsible for the delay, for example, in the event of energy shortages, import difficulties, operating and traffic disturbances, industrial action, force majeure or incorrect or untimely delivery by our suppliers despite a congruent hedging transaction was concluded by us, the time of performance shall be extended accordingly. If we are unable to deliver even after an appropriate extension, both we and the customer shall be entitled to withdraw from the contract. Claims for damages by the customer shall be excluded.
7. The customer shall be obliged to accept partial deliveries unless it would be unreasonable to expect such acceptance from him.
8. We shall be entitled to customary increased or decreased performance, provided that this does not impair the usability for the contractually agreed purpose. The dimensions and tolerances

specified in our offers and deliveries comply with the industry standards of our suppliers. Deviations within these tolerances are considered to be in accordance with the contract and do not entitle the customer to make a claim for defects.

9. The performance of the contract as well as compliance with delivery and performance deadlines shall in particular require:
  - the timely and proper delivery by our suppliers, insofar as we have concluded a congruent hedging transaction, unless the non-delivery or delay shall be caused by us
  - the correct and timely performance by the customer of his obligatory cooperation duties, in particular the provision of all information, documents and permits necessary for the performance of the services
  - the correct and timely completion of advance performance by the customer or other third parties, in particular the provision of suitable unloading equipment, which shall be necessary for the provision of our services, as well as the cooperation services mentioned in section V. no. 2 below.
10. The delivery and performance deadlines shall be extended by the period in which the customer culpably fails to fulfil his obligations towards us as well as for the duration of any disruption caused in the event of an industrial dispute.
11. If the customer is in default of acceptance, we shall be entitled to claim compensation for the resulting damage and any additional expenses. The same shall apply if the customer culpably violates his duties of contractual cooperation. In the event of default of acceptance or of the debtor, the risk of accidental deterioration and accidental loss shall be transferred to the customer.
12. If the underlying contract involves a fixed date of performance as defined by Sec. 376 HGB (German Commercial Code), we shall be liable according to the statutory provisions.
13. The same shall apply if the customer shall be entitled to assert the discontinuance of his interest in the further performance of the contract as a result of any delivery delay attributable to us.

## **V. Performance/Cooperation**

1. We shall also be permitted to allow our obligations to be performed by third parties.
2. The customer shall in particular be obliged, while free of charge for us, before and during the performance of the contract
  - a. to make and keep the construction site, access routes and assembly areas accessible,
  - b. to provide adequate and suitable storage areas in the immediate vicinity of the assembly site so that no intermediate transport is required,
  - c. to provide a power supply with at least 15 KW/220/380 V connected load for the free supply of electricity during the assembly,

- d. to immediately certify in writing the completion of partial performance and/or the finalisation of contractual performance upon the request of our employees or those of our sub-contractors,
  - e. to keep and store delivered goods securely and properly until assembly, and also to keep securely all equipment, materials and tools remaining on the building site after assembly until their removal.
- 3. We must be reimbursed for any costs which we may incur if the customer is in default with the aforementioned obligations.

## **VI. Payments**

- 1. Invoice amounts shall be due immediately in euros without any deductions upon the invoicing. A payment shall only be considered made when we have the amount at our disposal. If agreed, a discount shall be granted if all previous invoices have been settled, with the exception of such invoices to which customers raise legitimate objections. The net invoice amount after deduction of discounts, freight, etc., shall be relevant for calculating the discount.
- 2. The customer shall only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counter-rights shall remain unaffected.
- 3. The customer shall be in default at the latest 14 days after receipt of the invoice or when a further payment term with payment obligation is exceeded.
- 4. In such cases, we shall charge interest at the rate of 9% points above the respective base interest rate. We shall reserve the right to assert any further damages.
- 5. If, after conclusion of the contract, it becomes evident that our payment claim is endangered due to the customer's inability to pay, we shall be entitled - to the extent that we are obliged to make advance performance - to the rights under Sec. 321 BGB (German Civil Code).
- 6. In the cases of no. 3 and 5, we shall be entitled to claim advance payment for any outstanding deliveries.
- 7. The customer can avert the consequences referred to in no. 5 by rendering security to the amount of our payment claim at risk.

## **VII. Reservation of Proprietary Rights**

- 1. All delivered goods shall remain our property (reserved goods) until fulfilment of all claims to which we shall be entitled as part of the business relationship. This shall also apply to conditional claims emerging in the future and even when payments are made on specially designated claims.
- 2. The reserved goods must be stored separately from other goods and marked as our property.
- 3. The customer must handle the reserved goods with care and insure them at his own expense against theft, breakage, fire, water and other damage, with the insured sum being adequate to cover the replacement value. The customer shall hereby already assign all claims against

the insurance company to us. We hereby accept this assignment. Maintenance and inspection work, which may be necessary, shall be carried out by the customer in a timely manner at his own expense.

4. The reserved goods shall be processed on our behalf as manufacturer within the meaning of Sec. 950 BGB (German Civil Code) without obligating us. The processed goods shall be considered to be reserved goods. With the processing, combining, and mixing of the reserved goods with other goods by the customer, we shall be entitled to pro-rata co-ownership of the new item at the ratio of the invoice value of the reserved goods to the invoice value of the other goods used. If our ownership lapses due to combining or mixing, the customer shall immediately transfer to us the ownership rights to the new goods to the value of the reserved goods, and shall keep them free of charge for us. Our co-ownership rights shall be considered to be reserved goods.
5. The customer shall be entitled to sell the reserved goods in the ordinary course of business as long as he is not in default of payment. The customer already assigns the claims that shall arise from the resale or any other legal reason (insurance, tort) with regard to the reserved goods (including the settlement of all outstanding current account balances) to the amount of our claims by way of security to us; we hereby accept the assignment. The customer shall not be entitled to any other disposal of the reserved goods, especially to pledging or assignments by way of security.
6. In case that customer breaches the contract, particularly in case of default in payment, we are entitled to demand the return of the goods after declaration of withdrawal.
7. The claims of the customer from the resale of the reserved goods, even if integrated on a piece of land, are already assigned to us along with all collateral; we hereby accept this assignment. They serve as security to the same extent as the reserved goods. If the reserved goods are sold by the customer together with other goods not sold by us, the claim from the resale shall be assigned to us in the amount of the value of the reserved goods.
8. Where goods are sold, in which we have a co-ownership share, a part corresponding to our co-ownership share shall be assigned to us.
9. The customer shall be entitled to collect claims from the resale, unless we revoke such authorisation in the event of payment default, the dishonour of a bill of exchange or the request for opening of insolvency proceedings. We shall only make use of our right of revocation if it becomes evident, after conclusion of the contract, that our claim to payment under this or any other contract with the customer is endangered by his inability to pay.
10. Upon our request, the customer shall be obliged to immediately inform his customers of the assignment to us - if we do not do so ourselves - and to provide us with the necessary credit information and documents for collection. The customer shall on no account be entitled to make any additional assignment of claims. This shall also apply to factoring transactions, unless it is an assignment by way of genuine factoring, which is reported to us and with which

the factoring proceeds exceed the value of our secured claim and the factor declares his willingness at the same time to relinquish all payments to us as long as we still have claims against the customer.

11. The customer must point out our ownership and notify us immediately of any attachment or other impairment by third parties. The customer must bear all costs which have to be incurred in order to regain possession of reserved goods, insofar as they are not borne by a third party.
12. If the value of the existing collateral including the reserved goods exceeds the total secured claims by more than 10%, we shall be obliged to release collateral of our choice. The net invoice amount of the goods delivered by us less a haircut of 1/3 shall be considered as the value of the reserved goods in this case.

### **VIII. Warranty**

1. Claims of the customer based on defects shall exist only if he has fulfilled his duties to examine the goods and provide notification of defects according to Sec. 377 HGB (German Commercial Code).
2. If material defects come first to light during processing, the customer is obliged to immediately suspend the processing of such defect goods according to its duty to mitigate damages.
3. The customer must notify us without delay of any defects and give us immediately an opportunity to convince ourselves of the notified defects.
4. If the claim for defects is justified and reported in time, we shall be able to remedy the defect at our discretion or supply goods free from defects (supplementary performance).
5. In the event of failure or refusal of the supplementary performance, the customer shall be entitled to reduce the purchase price or, after setting a reasonable period of time to no avail, may withdraw from the contract, provided the defect is not minor or the goods have not already been sold, processed or transformed.
6. The customer shall be entitled to claims for damages in accordance with the regulations of clause IX.
7. We shall not reimburse expenses that are caused by shipment of the goods to a location other than the place of fulfilment unless the shipment complies with the intended use.
8. Claims of the customer for material and legal defects shall - in case of contracts for work and services [Werkvertrag] - expire one year after acceptance or - in case of contracts of sale [Kaufvertrag] - one year after delivery of the goods, as long as Sec. 634a (1) no. 2 BGB or Sec. 438 (1) no. 2 BGB (German Civil Code) is not applicable or we have not assumed liability for a longer period of time within the scope of a guarantee or have fraudulently concealed the defect. The above period shall also not apply to claims for damages by the customer arising from injury to life, body or health or from wilful or grossly negligent breaches of duty by us or our vicarious agents as well as under the Product Liability Act, which shall in each case become time-barred in accordance with the statutory provisions.
9. In cases of supplementary performance, the limitation period shall not start anew.

10. Customer's rights of recourse under Sec. 445a BGB (German Civil Code) shall remain unaffected by the above provisions insofar as they do not exceed the statutory claims for material defects.

## **IX. Liability**

1. We shall be liable according to the legal provisions, for violation of life, body or health, damages which are caused by an intentional or grossly negligent breach of duty by us, our legal representatives or our vicarious agents, for claims asserted in accordance with the German Law on Product's Liability (Produkthaftungsgesetz) or for damages which occurred thus we assumed a warranty for the non-occurrence of such damages.
2. We shall also be liable for damage that we caused by breach of such contractual obligations, the fulfilment of which makes the proper execution of the contract possible to begin with, the breach of which endangers the achievement of the contractual purpose, and the adherence to which the customer relies on and may rely on a regular basis (essential contractual obligation). In case of ordinary negligent breach of essential contractual obligations our liability shall be limited to the compensation of damages which are foreseeable and typically connected to the contract.
3. Any further liability shall be excluded regardless of the legal nature of the asserted claim.
4. In the event that our liability should be excluded or limited, same shall also apply to the personal liability of our office employees, factory workforce, staff members, representatives and agents.

## **X. Final Provisions**

1. In the event that individual provisions of these Terms become invalid, void or voidable, the remaining conditions shall remain unaffected.
2. Customer data within the framework of our mutual business relationships shall be stored in accordance with the Federal Data Protection Act and Regulation (EU) 2016/679.
3. German law shall apply to all business and any disputes arising from such business, including international business. The application of the UN Convention on the International Sale of Goods (CISG) shall be excluded as well as conflict-of-law rules of the International Private Law.
4. The place of jurisdiction for all claims of the contracting parties shall be the location of our registered office, insofar as no other exclusive place of jurisdiction legally exists.