

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR OUR WEBSHOP

### 1. SCOPE OF APPLICATION

Our Offers, purchase agreements, deliveries and services resulting from orders placed through our webshop are carried out exclusively on the basis of the following General Sales and delivery terms and conditions of the webshop. Conflicting or deviating purchasing conditions of the buyer shall not apply, even if we do not expressly object to them. The product range offered in our webshop is addressed exclusively to buyers who are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).

### 2. CONCLUSION OF CONTRACT AND CONTENT OF THE CONTRACT

The presentation of products in our webshop does not constitute a legally binding offer, but rather a non-binding invitation to the buyer to submit an offer.

By submitting the order, the buyer makes a binding offer to conclude a purchase agreement. The buyer is bound to this offer for 14 working days.

We will confirm receipt of your order immediately by email. This order confirmation does not constitute acceptance of your offer, but merely serves to inform you that we have received your order.

The purchase agreement only comes into effect through our express written order confirmation or through the delivery of the ordered goods.

Oral agreements and Assurances our employees They only become binding upon our written confirmation. Images, colors, drawings and other schematic representations in the webshop serve solely for illustrative purposes and are not legally binding; only the product description is authoritative.

### 3. PRICES

Unless expressly stated otherwise, the prices indicated in the webshop are in euros, net ex works, plus statutory value added tax and plus packaging and shipping costs. For deliveries with a net order value of less than EUR 40.00 (based on the net value of the goods excluding packaging and shipping costs), we charge a processing fee of EUR 12.00 net.

Depending on the agreed delivery clause pursuant to Incoterms® 2020, additional freight and/or packaging costs may be incurred in addition to the prices shown during the ordering process. If an exact calculation of such costs is not possible in the webshop, they shall be shown subsequently as separate items. Charging shall be made exclusively on the basis of the agreed delivery terms and the arrangements made with the buyer.

All information made available to the buyer via the customer account (in particular prices, conditions, discounts and availability information) shall be confidential, intended exclusively for the buyer's internal use, and may not be disclosed, passed on or otherwise made accessible to third parties in whole or in part without our prior written consent; statutory disclosure obligations shall remain unaffected.

### 4. DELIVERY TIME

The delivery time stated in the webshop is approximate only; it shall commence on the date of our order confirmation and refers to the time at which the goods are handed over to the carrier. Delivery prior to expiry of the delivery period and reasonable partial deliveries are permissible. Any additional shipping costs resulting from partial deliveries initiated by us shall be borne by us.

The products offered in the webshop are generally available while stocks last. If a product is not available, we shall refrain from accepting the order; in such case, no contract shall be concluded. If a product is only temporarily unavailable, we may propose a new delivery time to the buyer; in this case, a contract shall only be concluded upon acceptance of this new offer by the buyer.

Unforeseen events at our own plant or at the premises of a sub supplier, such as operational disruptions, labor disputes (strikes or lockouts), scrap, as well as delayed or otherwise non contractual deliveries of essential materials for which we are not responsible, shall extend the delivery periods appropriately. We shall inform the buyer without undue delay of the occurrence and the expected duration of the impediment to performance.

### 5. PACKAGING, SHIPPING AND TRANSFER OF RISK

Unless otherwise agreed in individual cases, deliveries shall be made, at our discretion, either FCA (Free Carrier) or DAP (Delivered at Place) in accordance with Incoterms® 2020, in each case to the place named in the order confirmation/shipping confirmation (for FCA: named place; for DAP: named place of destination).

The goods shall be packaged in a customary commercial manner insofar as deemed necessary at our discretion. The method of shipment and - where required or provided for under the agreed delivery clause - the carrier shall be selected by us at our reasonable discretion.

In the case of FCA, the risk shall pass to the buyer upon handover of the goods by us to the carrier named by the buyer (or another person named by the buyer) at the named place. In the case of DAP, the risk shall pass to the buyer upon provision of the goods at the named place of destination (ready for unloading on the arriving means of transport).

Where FCA is agreed, we shall owe timely and proper handover of the goods at the named place; we shall not be liable for delays or transport damage caused by the carrier after transfer of risk. Where DAP is agreed, we shall owe delivery to the named place of destination; we shall not be liable for delays or damage after transfer of risk. Import clearance as well as customs duties, taxes and other charges in the country of destination shall be borne by the buyer under DAP.

At the buyer's request, we shall insure the goods against customary transport risks at the buyer's expense.

### 6. WARRANTY

The buyer shall notify defects in writing without delay, but no later than two weeks after receipt of the goods at the place of destination. Defects that cannot be detected within this period even upon careful inspection shall be notified without delay, but no later than two weeks after discovery of the defect, and any processing must be stopped immediately.

Unless otherwise expressly agreed in writing in individual cases, the warranty period shall be 24 months from commissioning, but no longer than 30 months from delivery. For rolling bearings, a deviating warranty period of a maximum of 24 months from delivery shall apply in accordance with the respective manufacturer's warranty conditions. After expiry of these periods, the buyer may no longer assert defect claims.

We shall be given the opportunity to determine the notified defect on site ourselves or through a representative. Without our express consent, nothing may be altered on the defective item prior to inspection, otherwise warranty claims shall be forfeited. Defective items shall be returned to us immediately upon request. We shall reimburse the freight costs for the return shipment if the item is actually defective, up to the amount of the freight from the buyer's plant to our plant.

In the event of defects in the goods, we may, at our discretion, provide a free replacement of the originally delivered item or remedy the defect. Further claims of the buyer for price reduction or rescission shall only exist after final failure of subsequent performance.

Natural wear and tear and other causes beyond our control, such as improper handling or overuse, do not constitute defects subject to warranty. Warranty claims due to a notified defect shall become time barred within the statutory warranty period, but no later than three months after written rejection of the defect notice by us.

### 7. PAYMENT TERMS

The payment methods available to the buyer are displayed during the order process and depend on the buyer's master data stored in the system as well as internal approval (e.g., credit limit, creditworthiness, payment history). There is no entitlement to a specific payment method.

We reserve the right, in particular in the case of new customers, exceeding of an internal credit limit or outstanding/overdue receivables, to execute orders only against advance payment, to require appropriate security, or to reject the order after review.

Where payment on account is agreed, our invoices shall be payable within 30 days after invoice date and delivery, without deduction, unless other conditions have been agreed.

In the event of default in payment, default interest shall be charged at the statutory rate. The assertion of further damages remains reserved.

Non compliance with payment terms or circumstances likely to impair the buyer's creditworthiness shall result in immediate maturity of all our receivables; such circumstances shall entitle us to execute outstanding deliveries only against advance payment or provision of security and, after granting a reasonable grace period, to withdraw from the contract or to claim damages for non performance. Furthermore, we shall be entitled to prohibit the buyer from reselling goods subject to retention of title and to take them into our possession.

### 8. RETENTION OF TITLE

(1) All delivered goods shall remain our property (goods subject to retention of title) until all claims, in particular current account balance claims, to which we are entitled for whatever legal reason, have been fulfilled. This shall also apply if payments are made on specifically designated claims.

(2) Processing or transformation of the goods subject to retention of title shall be carried out for us as manufacturer within the meaning of Section 950 BGB, without obligation on our part. The processed goods shall be deemed goods subject to retention of title within the meaning of Section (1). In the event of processing, combination or mixing of the goods subject to retention of title with other goods not belonging to us by the buyer, we shall acquire co ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our ownership is extinguished by combination or mixing, the buyer hereby already assigns to us the ownership rights to which the buyer is entitled in the new stock or item to the extent of the invoice value of the goods subject to retention of title and shall hold them in safekeeping for us free of charge. The resulting co ownership rights shall be deemed goods subject to retention of title within the meaning of Section (1).

(3) The buyer may resell the goods subject to retention of title only in the ordinary course of business, under its normal business conditions, provided the buyer is not in default, and provided that the buyer agrees a retention of title with its customer and that the claims from the resale are transferred to us in accordance with Sections (4) to (6). Any other disposition of the goods subject to retention of title is not permitted.

(4) The buyer's claims from the resale of the goods subject to retention of title are hereby assigned to us. They shall serve as security to the same extent as the goods subject to retention of title.

(5) If the goods subject to retention of title are resold together with other goods not sold by us, the assignment of the claim from resale shall apply only in the amount of our invoice value of the respective resold goods subject to retention of title. In the resale of goods in which we hold co ownership shares pursuant to Section (2), the assignment shall apply in the amount of such co ownership shares.

(6) If the goods subject to retention of title are used by the buyer to fulfil a contract for work or a contract for work and materials, Sections (4) and (5) shall apply accordingly to the claim arising from such contract.

(7) The buyer shall be entitled to collect the claims from resale pursuant to Sections (3) and (6) until revocation by us, which is permissible at any time. The buyer is not entitled to assign the claims. We shall make use of the right of revocation only in the event of default in payment, cessation of payments, application for or opening of insolvency proceedings or judicial or extrajudicial composition proceedings, or in the event of a seizure. After revocation, the buyer shall immediately inform us of the debtors of the assigned claims, stating first and last name, address and amount of claim, and provide all further information required for collection, and shall - unless we do so ourselves - notify the debtors of the assignment. At the same time, the buyer shall submit a list of the goods still in its possession. After declaration of withdrawal from the contract, we may demand return of such goods.

(8) If the value of the existing securities exceeds the secured claims in total by more than 10%, we shall, at the buyer's request, be obliged to release securities of our choice to that extent. The buyer must notify us immediately of any seizure or other impairment by third parties.

(9) If the retention of title or the assignment is not effective under the law in whose jurisdiction the goods are located, the security corresponding to the retention of title or the assignment in that jurisdiction shall be deemed agreed. If the buyer's cooperation is required in this regard, the buyer shall take all measures necessary to establish and maintain such rights.

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### 9. MASTER DATA IN THE CUSTOMER ACCOUNT

Delivery and invoicing shall be based on the master data stored in the system or customer account (in particular company name, delivery and billing address, contact person, e mail address, VAT identification number, if available). These details are displayed to the customer during the ordering process prior to completion of the order. The customer is obliged to keep the stored master data up to date and to notify us of changes without delay or to update them in the customer account.

Additional expenses and costs incurred due to incomplete, incorrect or subsequently changed customer details (e.g. reshipments, returns, additional delivery attempts, redirection or storage costs) shall be borne by the customer.

### 10. DATA PROTECTION

In the course of using our webshop, we process the buyer's personal data in accordance with statutory provisions. Processing is carried out exclusively for the purpose of order processing, communication with the buyer and fulfillment of statutory obligations. Further information on the processing of personal data, in particular on the buyer's rights, can be found in our privacy policy at <https://www.karl-georg.de/de/datenschutz>.

### 11. TECHNICAL ERRORS

In the event of technical errors in the webshop that lead to incorrect price information, incorrect product descriptions or other irregularities, we reserve the right to contest the contract under the statutory requirements. Any payments already made shall be refunded in such case.

### 12. INTELLECTUAL PROPERTY / COPYRIGHTS

All rights to the content of our webshop as well as to documents and information provided in connection with contract performance (in particular product images, drawings, plans, sketches, technical descriptions, data sheets, documentation, samples, trademarks, logos and other works and protected rights) shall remain - unless expressly agreed otherwise - with us or our licensors. The buyer shall acquire no rights thereto; in particular, reproduction, distribution, making available to the public, processing or disclosure to third parties is permitted only within the scope of mandatory statutory permissions or with our prior written consent.

### 13. JURISDICTION AND CHOICE OF LAW

The place of jurisdiction for both parties, provided the buyer is a merchant, shall be Altenkirchen/Westerwald, Germany. This shall also apply to actions. German law shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

### 14. FORM

Communication within the scope of the webshop shall take place exclusively in electronic form. Even where written form is stipulated in this contract for certain declarations, electronic form shall suffice. The buyer agrees that all legally relevant declarations, including order confirmations, invoices and other notices, may be sent by e-mail. Electronic declarations shall be deemed received as soon as they can be accessed by the recipient.