

General Terms and Conditions of PEC Europe GmbH - Terms and Conditions of Sale and Services

Version as of 01.08.2024

Important notice The English-language version is provided for information purposes only as a translation of the original German version; in the event of a conflict, the German-language version shall therefore take precedence.

1. ¹These **General Terms and Conditions (GTC)** are an integral part of all our contracts for deliveries and other services. ²With the allocation of a customer number upon the first conclusion of a contract, we establish a permanent business relationship with the customer; in this respect, the GTC's shall also apply to future contracts in the version current at the time of the order and e.g. published in our catalogues, price list and at www.pec-europe.com; we also accept orders placed verbally, by telephone or electronically only with the inclusion of our respective valid GTC's. ³Our customers' **terms and conditions of purchase** shall not apply, even if we have not expressly objected to them.

2. ¹Our **offers** are **subject to change**; technical details, illustrations in our catalogues, product descriptions and the like are non-binding. ²Individual **declarations, information, advice, recommendations, assurances or guarantees** for our products, information on **special discounts, bonuses, delivery periods** as well as any **goodwill agreements** and the conclusion of independent **consultancy agreements** require the express **written confirmation** in order to be legally effective, unless there is power of representation for verbal declarations under commercial law or principles of legal appearance. ³We reserve the exclusive property rights, copyrights and rights of use to quotation or order-related execution documents or drawings. ⁴The same applies to other documents, plans or sketches and design calculations produced by us. ⁵**Disclosure** of these documents to third parties is not permitted. ⁶If no contract is concluded between us and the customer, these documents must be returned to us or destroyed immediately upon our request.

3. ¹We only sell **directly** to traders within the meaning of § 14 of the German Civil Code (BGB).

4. ¹We deliver our products exclusively at the **customer's risk**, unless otherwise agreed in writing. ²**Delivery periods and dates** are non-binding. ³Compliance with the delivery periods and dates presupposes that all commercial and technical questions have been clarified and that the customer has fulfilled **all obligations incumbent** on him (e.g. provision of the necessary official certificates/approvals, handover of the necessary execution documents, payment of the agreed down payment). ⁴If it becomes apparent even before the time stipulated for delivery that the customer has committed or will commit a **fundamental breach of contract**, we shall be entitled to withdraw from the contract in whole or in part and - if the customer is responsible for the breach - to claim damages. ⁵We shall be entitled to make **partial deliveries**, each of which shall be deemed an independent transaction, to a reasonable extent; the price shall remain unaffected. ⁶If we fulfil the order by partial delivery, shipping costs shall only be incurred for the first partial delivery; if the partial delivery is made at the customer's request, we shall charge shipping costs for each partial delivery. ⁷If the customer wishes to call-off partial deliveries, the call-offs and scheduling of individual partial deliveries must be carried out by the customer in such a way that we are able to manufacture and deliver in accordance with the contract. ⁸If the customer does not call-off or schedule deliveries or does not do so on time, we shall be entitled to withdraw from the contract and/or claim damages after setting a deadline to no avail. ⁹Unless we have reached a different agreement with the customer, call-offs for call-off orders must be made by the customer within five weeks of us making the delivery available.

5. ¹The statutory VAT is added to our stated prices. ²Our **invoices** are **due** for payment **immediately** upon receipt. **If legal dunning proceedings are initiated against our customer, all outstanding claims, even if an extended payment term was agreed for these, shall become due for immediate payment; any discounts granted shall then no longer apply.** ³If an agreed payment term is exceeded, we shall be entitled, in addition to our statutory claims, to charge contractual **interest on arrears** from the date of receipt of the invoice at the usual bank debit

interest rate, at least 9 percentage points above the base interest rate p.a., and to postpone or refuse further deliveries. ⁴Pre-judicial costs, in particular **information, reminder and bank chargeback costs**, can be charged at a flat rate of € 40.00, irrespective of proof of higher or lower costs. ⁵The date of **repayment of the debt** shall not depend on the date of dispatch, but on the date on which the amount is credited to our account. ⁶In the absence of a repayment provision to the contrary, we shall initially offset **payments** against interest and costs. ⁷Counterclaims may only be **offset** if they are undisputed by us or if they have been legally established or are at least ready for judgement. ⁸Counterclaims may also be offset by the customer if the customer's claim and our claim are legally based on a reciprocal relationship.

6. ¹If molds and objects are to be delivered according to drawings, models or samples provided to us by the customer, the customer shall guarantee that the manufacture and delivery **does not infringe the industrial property rights of third parties**. ²If a third party prohibits us from manufacturing and delivering items made according to drawings, models or samples provided by the customer, citing industrial property rights belonging to him, **we shall be entitled**, without being obliged to examine the legal situation, to **discontinue the manufacture and delivery and to demand reimbursement of the costs incurred**. ³In all cases of this Section, the customer is obliged to indemnify us immediately against claims for damages by third parties. ⁴Samples, drawings and other order attachments may be destroyed by us six months after execution of the contract.

7. ¹Our deliveries are subject to **retention of title** until full payment of all claims to which we are entitled from the business relationship with the customer. ²The delivered products are to be treated with care and may only be used as intended. ³In particular, they may not be **pledged or transferred** to third parties without disclosure of the ownership structure. ⁴Excluded from this is fastening material and other consumables that are processed, in particular installed, in the ordinary course of business. ⁵In each case of an authorized resale or processing of our products, the customer hereby assigns to us the resulting claims against his customers (e.g. builders, general contractors) with all ancillary rights in the amount of the value of these reserved goods (**extended retention of title**). ⁶The customer shall only remain authorized to collect his claims as long as he is not in default. ⁷In the event of default and in the event of **an application for insolvency** concerning the customer, we hereby prohibit the resale or processing of our goods subject to retention of title and **revoke our authorization to collect** the claims assigned to us as security.

8. ¹The customer must **check** our deliveries and invoices immediately and **notify** us immediately of any defects within the meaning of the German Civil Code (BGB) and within the meaning of § 377 of the German Commercial Code (HGB) and/or **errors** in the invoice. ²In the event of any **defects** in the products or other services supplied by us, we shall be obliged to provide **subsequent fulfilment** - at our discretion by repair or replacement. ³If the subsequent fulfilment fails, the customer may reduce the remuneration accordingly or withdraw from the contract. ⁴Insofar as a notification of defects by the customer is unfounded, we may invoice the customer for services that we provide at the customer's request or demand on the basis of such a notification at our valid prices, as well as for the expenses incurred as a result (e.g. travel expenses). ⁵The **limitation period** for claims for defects is **12 months**, calculated from the transfer of risk. In the cases of § 438 Para. 1 No. 1 and 2, § 438 Para. 3, § 634a Para. 1 No. 2 and § 634a Para. 3 of the German Civil Code (BGB), the limitation period stipulated therein shall apply. ⁶A longer limitation period may also apply in the case of separate guarantees or service commitments. ⁷If the customer asserts claims for damages, the limitation period shall be governed solely by the statutory provisions.

⁸Liability for claims for damages, regardless of the legal grounds, shall be governed by Section 10 of these GTC.

9. ¹The **knowledge** of the relevant regulations for the use of our products (in particular **DIN standards**, admittances and building law) as well as the examination of any specifications of third parties (e.g. planners, builders) is in any case the responsibility of our customers, so that we are not liable for **damages** caused by non-compliance with these regulations or specifications in the absence of our own breach of duty. ²The customer is aware that our employees are generally not state-certified structural engineers or engineers, nor are they master craftsmen or journeymen. ³Consultancy services provided by our employees therefore do not re-place the necessary commissioning of qualified specialists. ⁴If the customer fails to consult qualified specialists, we shall not be liable for any resulting damage.

10. ¹Our liability and the **liability** of our legal representatives and vicarious agents, regardless of the contractual or statutory legal basis, is **excluded** for all damages, unless the respective damage is based on an intentional or grossly negligent breach of duty or on a simple negligent breach of essential contractual obligations (i.e. obligations on the fulfilment of which the customer regularly relies and may rely for the proper execution of the contract) by our legal representatives or vicarious agents. ²In the event of a simple negligent breach of essential contractual obligations, our liability shall be **limited** to the foreseeable, typically occurring damage. ³These limitations and exclusions of liability shall not apply in the event of liability for culpable injury to life, limb or health,

in the event of liability for non-fulfilment of a guarantee, in the event of liability for fraudulent concealment of a defect or in the event of liability under the Product Liability Act (Produkthaftungsgesetz).

11. ¹The customer is obliged to provide us upon request with all information and documents necessary to comply with export control regulations. ²If the customer supplies products to third parties (including affiliated companies of the customer), the customer undertakes to comply with the **export control regulations**. ³We have the right to refuse fulfilment in the event of violations of this provision.

12. ¹In our business transactions with merchants, legal entities under public law or with special funds under public law, the **place of fulfilment** for the customer's payment obligation is Duisburg. ²German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods to the interpretation, implementation and enforcement of these GTC's and to orders and individual orders placed based on these GTC's. ³**The exclusive place of jurisdiction for all disputes between the customer and us is Duisburg.**

13. ¹Should one or more of the provisions of these GTC's be or become invalid or unenforceable, only these shall be deemed not to have been stipulated, and the **validity of the remaining provisions** shall remain **unaffected**. ²The invalid or unenforceable provision(s) or the provision(s) that have become invalid or unenforceable shall be replaced by such provisions that are closest in meaning and effect to the originally intended provision(s).