

General Terms and Conditions of HENN GmbH & Co. KG

01. November 2025

1. Scope of Application

All offers, deliveries and other services provided by **HENN GmbH & Co. KG** ("HENN") are subject exclusively to our General Terms and Conditions ("GTC") set out below.

Our GTC apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that HENN has expressly agreed to their validity. This requirement of express consent applies in all cases, including if HENN, in knowledge of the customer's terms and conditions, performs delivery without reservation.

These GTC shall also apply to all future transactions with the customer. Any amendments and supplements must be made in text form (e.g., letter or e-mail). Our (field) employees and commercial agents are not authorised to make agreements or provide assurances that deviate from HENN's GTC.

Legally significant declarations and notifications of the customer concerning the contract (e.g., setting of deadlines, notice of defects, withdrawal or reduction) must be made in text form. Statutory form requirements and further proofs, in particular in case of doubts regarding the authority of the declarant, remain unaffected.

These GTC apply only if the customer is an entrepreneur, a legal entity under public law or a special fund under public law.

2. Offers, Information, Order Placement

Our offers, cost estimates and samples are always non-binding and subject to change. Additions, amendments or side agreements to offers require confirmation by HENN in text form to become effective. All information regarding suitability and possible applications of our goods is provided to the best of our knowledge. However, such information merely reflects our experience, does not constitute a guarantee of characteristics and does not give rise to claims against HENN. The customer must verify by its own examination whether the goods are suitable for the intended purpose.

On the basis of our non-binding offer, the customer submits a binding contractual offer by placing an order. We may accept this contractual offer within two weeks of receipt; HENN is under no obligation to accept it. Acceptance occurs by our order confirmation or by performance. The customer remains bound by its order until its rejection or execution.

Acknowledgements of receipt are non-binding. For electronic orders, acceptance likewise occurs either by our order confirmation or by performance.

3. Prices

Prices are based on the offer provided by

HENN. Unless otherwise agreed in text form in a specific case, all prices are ex works including standard packaging and exclusive of statutory VAT applicable on the date of delivery.

4. Shipment and Transfer of Risk

Delivery is ex works. At the customer's request and expense, the goods may be shipped to another destination (sale by dispatch). Unless otherwise agreed, HENN is entitled to determine the type of shipment (in particular the transport company, shipping route, and packaging in compliance with applicable national and European regulations).

The risk of accidental loss or accidental deterioration of the goods passes to the customer upon handover at the latest. In case of sale by dispatch, the risk passes upon delivery of the goods to the carrier, freight forwarder, or any other person or institution designated to perform the shipment. If acceptance has been agreed, such acceptance is decisive for the transfer of risk. Acceptance or handover is deemed to have occurred if the customer is in default of acceptance.

Individual contractual provisions based on the applicable Incoterms shall take precedence.

5. Delivery

Delivery dates indicated by HENN are non-binding unless otherwise agreed in text form. Delivery periods commence only after mutual clarification of all technical details, but not earlier than the date of any order confirmation issued by HENN and receipt of agreed advance payments.

If HENN is unable to meet a delivery period for reasons not attributable to HENN (e.g., unavailability), HENN will inform the customer without delay and provide a new estimated delivery period.

If performance remains unavailable within the new delivery period, HENN may withdraw from the contract in whole or in part; any payments already made by the customer will be refunded. Unavailability includes, in particular, failure of timely supply to HENN by its suppliers if HENN has concluded a congruent covering transaction, is not at fault, or is not obliged to procure in the individual case.

The occurrence of delay in delivery is determined by statutory provisions; however, a reminder from the customer is always required. Delivery is timely if the goods have left our works or warehouse or that of our upstream suppliers before expiry of the deadline. Partial deliveries and partial performance are permitted at any time.

If the customer is in default of acceptance, fails to cooperate, or if delivery is delayed due to other reasons attributable to the customer, all delivery dates shall be extended by the duration

of the delay plus an appropriate restart period. HENN may claim damages including additional expenses (e.g., storage costs). HENN charges a lump-sum compensation of 0.5% of the net price (value of goods) for each completed calendar week of delay, capped at 10% of the value of the delayed goods. HENN retains the right to prove higher damages; the lump sum shall be credited against monetary claims. The customer may prove that HENN incurred no damage or significantly less damage.

6. Force Majeure

Delivery periods are extended in the event of force majeure, e.g. (without limitation) labour disputes, governmental actions, compulsory regulations, fire, strikes, acts of war or terrorism, civil or military disturbances, nuclear or natural disasters, loss or malfunction of utilities, communication or computer services, subsequent material shortages, import/export restrictions, epidemics, pandemics, and generally any unforeseeable and unavoidable serious event beyond the reasonable control of either party which could not reasonably have been considered upon conclusion of the agreement and which substantially impedes or renders performance impossible for HENN and/or its suppliers/sub-suppliers. The extension equals the duration of the impediment plus an appropriate restart period. This also applies if such circumstances arise during an existing delay. HENN will notify the customer of the beginning and end of such impediments when necessary. If the impediment lasts longer than three months, the customer shall have a right of withdrawal only.

7. Payments

Payments must be made to the bank accounts specified in the respective documents. Invoice amounts are due immediately without deduction unless expressly agreed otherwise or specified in the invoice. Timeliness of payment depends on receipt of funds available to HENN without reservation. If the customer is in default, we may charge statutory default interest without prejudice to further claims. If the customer is in default or if justified doubts arise regarding its solvency, we may declare all claims immediately due and/or demand security before delivery, withhold outstanding deliveries under this or other contracts, or withdraw from existing contracts in whole or in part.

The customer may only set off undisputed or legally established claims. The customer is not entitled to retain payments.

8. Retention of Title

HENN retains title to the delivered goods until full payment of all present and future claims arising from the purchase contract and the

ongoing business relationship.

The customer may neither pledge the goods nor assign them as security. In case of attachment or other interventions by third parties, the customer must notify HENN without delay. Assertion of the retention of title or seizure of the goods by HENN does not constitute withdrawal unless expressly declared.

The customer assigns to HENN, by way of security and in full, all claims arising from resale or any other legal reason concerning the goods subject to retention of title. HENN revocably authorises the customer to collect these assigned claims in its own name for HENN's account. Upon request, the customer shall disclose the assignment.

In the event of a breach of contract by the customer, in particular default of payment, HENN may recover the goods at the customer's expense or demand assignment of the customer's claims against third parties. The request for surrender does not constitute withdrawal unless expressly declared. Any claim for damages shall remain unaffected thereby.

The customer may resell or process the goods in the ordinary course of business until revoked.

In such case:

- Retention of title extends to products resulting from processing, mixing or combining, with HENN deemed the manufacturer. If third-party ownership rights persist, HENN acquires co-ownership in proportion to invoice values.
- Claims arising from resale of goods or products are assigned to HENN in full or in proportion to its co-ownership share.
- If the realisable value of securities exceeds HENN's claims by more than 10%, HENN will release securities of its choice upon request.

9. Compliance with Legal Requirements

Where legally mandatory for HENN, we must comply with all applicable laws (including export regulations) under the law at HENN's seat and EU law relating to deliveries by HENN to the customer. The customer must comply with all other statutory provisions (including import requirements) and requirements under other legal systems applicable to the goods supplied by HENN, in particular those of the country in which the customer operates and to which delivery is made. This includes compliance with mandatory product-related quality standards, safety and occupational health regulations depending on location and use, of which we have no knowledge.

The customer bears sole responsibility for complying with such laws, rules, regulations and industry safety standards unless HENN has expressly assumed responsibility. The customer must ensure all natural and legal persons obtaining or using our products comply

with such requirements. The customer shall indemnify HENN against all claims, losses, damages, expenses and costs, including reasonable legal fees and court costs, resulting from culpable non-compliance by the customer. The customer must ensure that delivery by HENN is not jeopardised, delayed or rendered impossible, and that all required import licences and approvals are obtained in due time. The customer must cooperate with HENN in all aspects of export. We may dispose of the goods and suspend delivery if the customer breaches applicable regulations or lacks necessary approvals or licences without HENN's fault. The customer shall indemnify HENN for damages, additional costs, fees and penalties imposed by authorities or carriers due to such non-compliance. Upon request, satisfactory proof of necessary approvals must be provided.

10. Warranty

HENN shall be liable for defects in accordance with statutory provisions. Rights relating to recourse remain unaffected.

The customer must comply with statutory obligations to examine the goods and notify defects. Any defect detected upon delivery, inspection or subsequently must be notified to HENN without delay. In any event, obvious defects must be notified within ten (10) working days after delivery, and concealed defects within the same period after discovery, in text form. Failure to properly inspect and/or notify defects excludes liability for defects not duly reported.

If the goods are defective, HENN may choose between rectification (repair) or replacement delivery. HENN may refuse subsequent performance under statutory conditions. Subsequent performance does not include removal or reinstallation unless HENN was originally obliged to install. HENN may make subsequent performance conditional on full payment of the purchase price; the customer may withhold a proportionate amount.

HENN shall bear or reimburse the expenses necessary for inspection and subsequent performance, including 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. Otherwise, HENN may claim reimbursement for unjustified defect notices unless the lack of defectiveness was not recognisable.

If subsequent performance fails or is refused, or if a reasonable deadline expires unsuccessfully, the customer may withdraw or reduce the price. No withdrawal right exists for insignificant defects.

11. Liability

HENN shall be liable for damages—regardless of legal basis—only in cases of intent and gross negligence. For simple negligence, HENN is only liable for damage arising from breach of a material contractual obligation (i.e. an obligation essential for proper fulfilment of the contract and on which the other party regularly relies), and in such cases HENN's liability shall be limited to typical damages that HENN could have foreseen at the time of contracting as a possible consequence of such a breach. HENN shall not be liable for any indirect damages (for example, losses due to business interruption or the customer's loss of profit), regardless of the legal basis.

These limitations of liability do not apply (i) in cases of injury to life, body or health, (ii) where HENN has fraudulently concealed a defect, (iii) where HENN has assumed a guarantee for the quality of the goods, or (iv) to claims of the customer under the Product Liability Act.

In the event of a breach of duty not relating to a defect, the purchaser may withdraw from or terminate the contract only if HENN is responsible for the breach. Any right of the purchaser to terminate the contract at will is excluded.

12. Limitation Period

The limitation period for claims based on material or legal defects is one year from delivery. Where acceptance is agreed, the limitation period begins upon acceptance. These periods also apply to contractual and non-contractual damage claims based on defects unless applying the statutory period would result in a shorter period. Claims for injury to life, body or health and claims under the Product Liability Act are subject exclusively to statutory limitation periods.

13. Tools

Cost contributions by the customer for specially agreed tooling, moulds or technical equipment do not affect HENN's exclusive ownership rights.

14. Drawings/Patents

For parts manufactured according to customer drawings, the customer bears the patent-related risks and indemnifies HENN from any such claims.

15. Samples, Prototypes

For orders based on samples or drawings, HENN submits samples for approval in text form. Complaints after approval cannot be considered if the delivered parts correspond to the approved samples. If the customer does not request return of

samples within six (6) months after project end, or after six (6) months following submission if no contract is concluded, HENN will dispose of them professionally while observing confidentiality obligations. Disposal or return costs are borne by the customer.

comes as close as possible to the economic purpose of the invalid one. The same applies in case of contractual gaps.

16. Call-Off Orders

If call-off orders or remaining quantities are not called within three (3) months, we may, after setting a grace period of up to four (4) weeks, demand immediate acceptance, withdraw from the contract or claim damages.

17. Confidentiality

The customer must keep strictly confidential all information, data and circumstances relating to HENN that become known to it in connection with the business relationship, as well as all business and trade secrets, and may not disclose them to third parties without our prior written consent. This obligation continues for five (5) years after termination of the contract.

18. Applicable Law, Place of Performance, Jurisdiction

All disputes arising out of or in connection with the business relationship between HENN and the customer shall be finally settled under the Arbitration Rules of the German Institution of Arbitration (DIS), excluding recourse to ordinary courts. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration is Frankfurt am Main. The language of the proceedings is German. Evidence may be submitted in German or English. Nevertheless, either party may bring claims against the other before the competent ordinary courts at the seat of HENN.

Where the contractual partner is a HENN entity seated in Germany, German law applies, excluding the CISG; where the contractual partner is an Austrian HENN entity, Austrian law applies, excluding the CISG. For all other HENN entities whose registered seat is located neither in Austria nor in Germany, German law shall apply, excluding the CISG.

Place of performance is HENN's registered seat.

19. Final Provisions

Amendments and supplements to these GTC, including this clause 19, require text form.

Assignments of claims by the customer require prior consent by HENN in text form. If the customer assigns a claim contrary to the first sentence, it must reimburse HENN for any additional costs arising from the assignment.

If a provision of the contract including these GTC is or becomes invalid, the remaining provisions remain unaffected. The invalid provision shall be replaced by a provision that