

## **Delivery and payment terms**

These terms of delivery and payment are intended exclusively for entrepreneurs within the meaning of § 14 German Civil Code (BGB); Christen & Laudon GmbH does not conclude any delivery contracts with consumers within the meaning of § 13 BGB. These terms and conditions of delivery and payment apply exclusively to the delivery and service relationships between Christen & Laudon GmbH and its customers ("Purchasers"); the Purchaser's general terms and conditions do not apply, even if they are included in or referred to in an order placed by the Purchaser.

### **A Offers and Order Placement**

- 1 All our deliveries are subject to change. Each order becomes binding only upon our written declaration of acceptance (letter of confirmation) and exclusively in accordance with its content. Ancillary agreements, in particular assurances and contract amendments, must be made in writing in accordance with Section 126 BGB to be valid; the electronic form is excluded. Verbal information and statements made by our employees are non-binding and have no legal effect. This also applies to verbal assurances regarding the properties of goods, unless these are confirmed in writing by an authorized representative.
- 2 Copyrights and ownership of the planning documents, models etc. created by us remain with us.

### **B Delivery**

- 1 Delivery shall be made at the expense and risk of the Purchaser. The risk shall pass to the Purchaser upon transfer of the goods to the persons responsible for shipment (in accordance with INCOTERMS 2020, FCA), unless otherwise offered and agreed individually. The Purchaser bears all transport risks, including accidental damage or accidental loss, from this point in time. If shipment is delayed at the express request of the Purchaser or for reasons for which the Purchaser is responsible, the risk shall pass to the Purchaser as soon as we have notified them in writing that the goods are ready for shipment and are available for collection or shipment.
- 2 If we undertake the transport of goods based on an individual agreement, this shall be carried out in accordance with and subject to the relevant regulations (e.g. our operating instructions), the content of which is assumed to be known but which can be provided to the Purchaser on request. The Purchaser hereby agrees that weather conditions and other influences which prevent timely transport in accordance with the aforementioned standards and regulations shall result in an extension of the agreed delivery periods to the extent necessary to conduct transport in accordance with the standards and regulations. In such cases, the Purchaser shall only be entitled to claims for damages due to delay if the extended delivery period cannot be met either.
- 3 We shall have fulfilled our obligation to perform when we have notified the Purchaser that the goods are ready for shipment or have notified the Purchaser of the completion of the work performed and the goods are ready for collection or shipment. In the case of call-off delivery, it is agreed – subject to other written

provisions – that the last call must be made in good time so that the entire order can be delivered six months after order confirmation. If the call is not made in good time, we are entitled to set the Purchaser a grace period of four weeks. After the grace period has expired without result, we may, at our discretion, either demand that the delivery be made and store the goods at the expense and risk of the Purchaser or withdraw from the contract and demand compensation for damages in lieu of performance. Such compensation shall amount to a flat rate of 25% of the agreed order value. The flat rate shall include, in particular, lost profits and saved expenses. The Purchaser is entitled to prove that no damage has been incurred or that the damage is significantly lower. We reserve the right to prove that the damage was greater. Storage costs shall be charged at 0.5% of the invoice value per week from the first day after the expiry of the set grace period. We shall be deemed to have fulfilled our obligations if we have notified the Purchaser of our readiness to deliver at this point in time, and the customer has not fulfilled its obligation to accept delivery.

- 4 In the event of unforeseeable circumstances of force majeure that are beyond our control and which we could not avert despite exercising reasonable care (e.g., natural disasters, war, terrorist attacks), the delivery period shall be extended by the duration of the hindrance plus a reasonable start-up period. If the hindrance lasts longer than two months, we shall be entitled to withdraw from the contract. The customer may only withdraw if the hindrance lasts longer than four months. Strikes and lockouts at our company or at our suppliers, as well as shortages of raw materials and non-receipt of deliveries from our suppliers, entitle us to withdraw from the contract if the hindrance lasts longer than six weeks, regardless of predictability. The Purchaser bears the procurement risk for alternative sources of supply. Claims for damages by the Purchaser remain unaffected insofar as we are at fault.
- 5 We are entitled to make partial deliveries provided that (1) the partial delivery is usable for the Purchaser, (2) delivery of the remaining ordered goods is ensured, and (3) this does not result in significant additional effort or costs for the Purchaser. In the case of partial deliveries, each partial delivery shall be invoiced separately.

## **C Retention of title**

- 1 All delivered goods remain our property until full payment of all claims arising from the current business relationship with the Purchaser (Reserved Goods). In the case of current accounts, the Reserved Goods serve as security for our respective balance claim. If the value of the existing securities exceeds our claims by more than 20%, we shall be obliged, at the request of the Purchaser, to release securities of our choice. The securities shall be valued at our reasonable discretion, taking into account realization costs and risks of impairment. The Purchaser shall bear any costs of the valuation.
- 2 The Purchaser may only sell or process the Reserved Goods in the ordinary course of business under its normal terms and conditions, provided that it duly meets its payment obligations to us. In the event of default in payment, even regarding a partial claim, the right of sale and processing shall automatically

expire. Pledging or transfer by way of security of the Reserved Goods is prohibited. The Purchaser is obliged to store the Reserved Goods separately, to mark them and to insure them against theft, damage and loss at its own expense.

- 3 In the event of resale, the Purchaser hereby assigns to us all claims to which he is entitled from the resale of our goods in the amount of the value of the goods delivered and/or services rendered by us until all his obligations to us have been fulfilled in full. We hereby accept this assignment. The Purchaser is authorized to collect the claims assigned to us and is obligated to do so as long as he duly fulfills his payment obligations to us. The Purchaser is obligated to forward the collected amounts to us without delay. In the event of a payment delay of more than one week, the filing of an insolvency petition, or the existence of circumstances which, in our opinion, give rise to doubts about the solvency or creditworthiness of the Purchaser, we shall be entitled to revoke the collection authorization with immediate effect, to disclose the assignment to third-party debtors, and to demand immediate payment of all claims not yet due. The Purchaser is obliged to provide us with all necessary information without delay and to tolerate the disclosure of the assignment to its customers.
- 4 If the Purchaser defaults on payment, we shall be entitled to demand the return of the Reserved Goods; this shall not constitute an automatic withdrawal from the contract. The Purchaser shall not be entitled to a right of retention in this respect.

#### **D Prices and payments**

- 1 All prices are quoted after handover to the Purchaser's carrier (INCOTERM 2020, FCA), duty unpaid, excluding packaging, freight, and insurance. For deliveries and services that are agreed to take place more than 3 months after conclusion of the contract, we are entitled to base our prices on those valid on the day of delivery or readiness for shipment, provided that our costs for materials, wages, energy, or other production factors have increased. We shall inform the Purchaser of the price increase in writing; in such cases, the Purchaser shall be entitled to a special right of termination, which must be exercised in writing within two weeks.
- 2 Materials, work, and logistics services that exceed the scope of services offered and agreed upon will be charged separately according to the material prices and installation rates valid on the date of delivery or on the date of readiness for shipment. Fees and costs associated with the fulfillment of requirements from authorities at the place of assembly shall be borne by the Purchaser; the same applies to any necessary building permit documents and drawings.
- 3 If these terms of payment or specially agreed payment deadlines are not met, we are entitled, without reminder, to charge default interest at a rate of 9 percentage points above the base rate published by the German Federal Reserve Bank (Bundesbank). The assertion of further claims for damages remains unaffected.
- 4 The Purchaser shall not be entitled to any rights of retention unless they are based on the same contractual relationship and have been established with legally binding effect. The Purchaser may only declare a set-off if the claim on his

part has been acknowledged by us in writing or has been established with legally binding effect.

- 5 If due payments are not made on time or if the Purchaser defaults on its obligations to cooperate, we shall be entitled to claim damages for non-performance or to withdraw from the contract and demand compensation for the damage incurred by us. In the event of withdrawal, we may demand lump-sum compensation amounting to 25% of the order volume as lost profit without providing individual evidence, unless we can prove that the damage incurred was greater. The Purchaser is entitled to prove that no damage was incurred at all or that the damage incurred is less than the lump sum.

## **E Warranty**

- 1 If any goods or services delivered by us are defective at the time of transfer of risk, we shall be entitled, at our discretion, to repair the defect twice or to replace the defective items. The Purchaser may only reduce the purchase price or withdraw from the contract at his discretion after the unsuccessful expiry of a reasonable period set by him for subsequent performance and after the unsuccessful second attempt at subsequent performance. Immediate withdrawal is excluded. Section G applies to claims for damages; compensation for futile expenses is excluded.
- 2 The warranty does not cover defects that are demonstrably caused by natural wear and tear, provided that this does not fall short of the usual service life of the good, or that are demonstrably caused by improper handling or failure to observe the operating instructions by the Purchaser. The warranty is also excluded if systems containing items supplied by us are operated contrary to our written technical operating instructions. This also applies if third parties commissioned by the Purchaser have carried out work of any kind on the item complained about and/or the associated system.
- 3 For deliveries and services that we have obtained from third parties or that third parties provide for us, we provide warranty in such a way that we assign the warranty claims to which we are entitled against these third parties to the Purchaser. Any further liability shall only exist in cases of intent or gross negligence on our part.
- 4 If the Purchaser culpably refuses to allow remedial measures to be carried out or fails to fulfill its necessary obligations to cooperate, and if this breach of duty is the reason why the remedial measures become impossible or the defect cannot be remedied, we shall be released from our warranty obligation in this respect.
- 5 Obvious defects must be reported in writing immediately after delivery of the goods. Hidden defects must be reported in writing immediately after their discovery. The complaint must describe the defect in sufficient detail to enable us to remedy it. The statutory warranty periods remain unaffected by this.
- 6 The warranty is excluded if the Purchaser has violated the following obligations and the defect is attributable to this:

- a) The Purchaser has used the delivery item for a purpose that differs from the purpose specified when the order was placed, thereby causing the defect (including storage of media in the delivery item).
  - b) The delivery item shall be transported, grounded, installed, commissioned, operated, handled, serviced, and maintained properly and in accordance with our provisions and the relevant technical standards and regulations.
  - c) The medium specified in lit. a) is stored or transported in the delivery item without pressure, except for components that are expressly intended for use under pressure.
  - d) External influences, such as basement moisture, flooding, fire damage, frost, extreme temperatures, chemical effects, or other environmental influences, have affected the delivery item either alone or in combination with the filling.
- 7 The warranty period for movable items is one year from delivery, and for immovable items two years from acceptance. For repaired or replaced parts, the warranty period begins again, but only with regard to the repaired or replaced part. The same shortened limitation periods for warranty claims also apply to claims for damages due to defects.

#### **F Manufacturing conditions (for separate assembly orders)**

- 1 The Purchaser is responsible for setting up the construction site in such a way that it is accessible by truck and the delivery item can be brought to the installation/assembly site by us without further significant effort and assembled or installed there. The details of this can be found in our information sheets for the respective product group, which we will provide to the Purchaser in good time before delivery. The Purchaser is obliged to inform us immediately if the requirements cannot be met.
- 2 The Purchaser is obliged, in particular in the case of services, auditing activities, and value preservation work, to inform us of the type of liquids stored before the order is executed, insofar as this information is relevant for the proper execution of the work. If the Purchaser fails to do so culpably, it shall be liable for any damage caused as a result. If the Purchaser culpably violates its obligations to provide information or cooperate, in particular by providing incomplete or inaccurate information, we shall only be liable for any resulting damage to the extent that we are at fault independently of the customer's breach of duty. In this case, contributory negligence on the part of the Purchaser shall be taken into account appropriately.
- 3 If, during the execution of an order, it becomes apparent that further work is required due to legal or administrative regulations regarding the safety of the system, and this was not foreseeable at the time the order was placed, we shall be entitled to submit a separate offer for this additional work at our prices valid at the time of execution. The Purchaser is obliged to accept or reject the quotation within 5 working days. In the event of rejection or non-response, we shall be entitled to suspend the work until the necessary additional work has been carried out by the Purchaser or a third party commissioned by the Purchaser. Delays and any resulting additional costs shall be the Purchaser's sole responsibility. If the additional work is absolutely necessary for the safety of the system and the

Purchaser rejects our offer, we shall be entitled to withdraw from the contract. If additional work is carried out by a third party, our warranty for this additional work and for consequential damage shall be excluded.

## **G Regulations for damage compensation**

Our liability for damages is excluded unless the damage is based on a breach of essential contractual obligations, the absence of warranted characteristics, or intentional or negligent conduct on our part or on the part of our vicarious agents. In the event of a slightly negligent breach of essential contractual obligations, our liability is limited to the foreseeable damage typical for this type of contract. Liability is limited to the amount of the order, up to a maximum of EUR 100,000.00 per claim. Liability for indirect damage, consequential damage, loss of profit, loss of production, and other financial losses is excluded, unless there is intent or gross negligence. This does not apply to damage resulting from injury to life, limb, or health, or to claims under the Product Liability Act. In cases of intent or gross negligence, we shall be liable without limitation.

## **H Special right of withdrawal in the event of embargo violations**

If we become aware that goods delivered by us are being forwarded to persons, companies, or countries that are on a sanctions list of the United Nations, the European Union, the USA, or the Federal Republic of Germany, we shall be entitled to withdraw from all affected contracts without notice by written notice and to claim compensation for the damage incurred by us. In this case, we may demand lump-sum compensation amounting to 25% of the order volume as lost profit without providing individual evidence, unless we can prove that the damage incurred was greater. The Purchaser is entitled to prove that no damage was incurred at all or that the damage incurred is less than the lump sum.

## **I Final provisions**

- 1 Deviations in the dimensions and weight of the items we deliver are permissible within the scope of the relevant DIN EN standards (Euro standards), provided that the deviations do not impair the functionality and the contractually stipulated intended use. The weight determined by us shall be decisive for calculations, provided that it complies with recognized calculation methods. Deviations within the DIN EN standard tolerances shall be deemed to be in accordance with the contract and shall not give rise to any warranty claims. The Purchaser is obliged to check the goods for deviations in dimensions and weight immediately upon receipt and to notify us in writing of any complaints within 5 working days, otherwise the goods shall be deemed to have been approved.
- 2 By accepting these terms and conditions, we are entitled to store and process the Purchaser's data, which may also include personal data, insofar as and for as long as this is necessary for the proper performance of our agreed services.
- 3 The exclusive place of jurisdiction for all disputes arising from these terms and conditions and any contract into which they are incorporated, and the respective performance of such contract, is Trier, provided that the Purchaser is an entrepreneur, a legal entity under public law, or a special fund under public law.

However, we are also entitled to bring legal action at the Purchaser's general place of jurisdiction. German law shall also apply to transactions with foreign involvement.

- 4 If individual provisions of these terms and conditions should be wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. The parties undertake to agree on a valid provision to replace the invalid provision, which comes as close as possible to the economic purpose of the invalid provision. The same applies to any loopholes in the provisions. If no agreement can be reached within 30 days, the statutory provisions shall apply.

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