

General Terms and Conditions of Maschinenfabrik FRÖMAG GmbH & Co. KG

(as of April 2025)

General Provisions

- (1) These General Terms and Conditions of Business are an integral part of the contractual relationship between us and the customer. This also applies to ongoing business relationships in the case of contracts concluded by electronic communication or telephone. The Purchaser's terms and conditions of purchase shall only apply if they have been confirmed by us in writing in the individual case.
- (2) The contract is only concluded upon receipt of our written order confirmation. Until then, all offers are subject to change and non-binding.
- (3) Subsidiary agreements, amendments or additions to the contract must be made in writing and confirmed by us.
- (4) The documents belonging to the offer or order confirmation, such as drawings, illustrations or performance data, are only binding if they are expressly designated as binding. Technical specifications and references to standards (e.g. DIN) shall not be deemed guarantees, but descriptions.
- (5) We reserve the right to change or improve products within reasonable limits.
- (6) Ownership and copyright to offer documents such as illustrations, drawings etc. shall remain with us. They may not be made accessible to third parties and must be returned on request.
- (7) Rights of the customer arising from the contract may only be transferred with our prior consent.
- (8) We reserve the right to make a corresponding adjustment to the agreed prices in the event of unforeseeable changes to statutory, official or customs regulations or other economic conditions that occur after conclusion of the contract and lead to additional charges (in particular customs duties, import duties, export restrictions, CO₂ levies or similar measures). This provision shall not apply if the price change is unreasonable for the customer. In this case, both contracting parties have the right to withdraw from the contract.

Obligations of the customer for assembly services

- (1) If assembly services are provided by us, the customer shall, unless otherwise agreed, at his own expense:
 - a) provide auxiliary personnel (e.g. labourers, skilled workers);
 - b) provide ancillary work and required materials;
 - c) provide operating resources (water, energy, connections);
 - d) provide suitable storage, work and sanitary rooms;
 - e) provide information on concealed lines or systems in good time.
- (2) The delivery parts required for assembly must be available before assembly begins, preliminary construction work must be completed and the assembly site must be prepared.
- (3) The customer shall certify the working hours and the completion of the installation to the installation personnel in writing on a weekly basis.

Prices and terms of payment

- (1) Our prices are net ex works/warehouse plus VAT, packaging and transport.
- (2) In case of delivery later than four months after conclusion of the contract, we reserve the right to change prices if significant costs (e.g. wages, raw materials, transport) change. In the event of price increases of more than 5 %, the customer may be entitled to withdraw from the contract.
- (3) Packaging specifications must be communicated in writing at least four weeks before despatch.
- (4) We shall insure the delivery against transport damage and other risks at the written request and expense of the customer.
- (5) Unless otherwise agreed, payments are due net within 30 days. Repair invoices are due immediately after acceptance. Bills of exchange are not accepted as means of payment.
- (6) Withholding of payments due to counterclaims from other contracts is excluded. In the case of the same contractual relationship, retention is only permitted in the case of undisputed or legally established counterclaims.
- (7) Offsetting is only possible with undisputed or legally established claims.
- (8) In the event of default of payment, the customer may no longer sell our property and must return it upon request.
- (9) In the event of default in payment, we shall be entitled to withhold deliveries, withdraw from the contract or demand securities. The customer may avert this by providing a directly enforceable guarantee from a major German bank, Sparkasse or Nationalbank.
- (10) We may offset claims of the customer even if the due dates differ.

Credit basis

- (1) The prerequisite for delivery is the creditworthiness of the customer. In the event of negative information or deterioration of assets (suspension of payments, insolvency, etc.), we may demand advance payment or the provision of security.
- (2) In the event of default of payment, we may carry out warehouse visits and secure goods subject to retention of title. The costs shall be borne by the customer.

Delivery times and delivery periods

- (1) Specified delivery dates are non-binding unless expressly confirmed as binding.
- (2) Delivery periods begin with the order confirmation, but not before clarification of all technical details and receipt of agreed advance payments.
- (3) The delivery period shall be extended accordingly in the event of default on the part of the customer.
- (4) The deadline shall be deemed to have been met if the goods are dispatched or ready for dispatch by the end of the deadline.

- (5) In the event of labour disputes, mobilisation, war, official orders or force majeure, the delivery period shall be extended accordingly. Cancellation is also permissible in such cases.
- (6) In the event of delay, compensation for damages shall be limited to 0.5% per week, up to a maximum of 5% of the delivery value, except in cases of intent, gross negligence or higher demonstrable damage.
- (7) Delays caused by the customer shall result in storage costs of at least 0.5% per month. In the event of a delay in assembly, the customer shall bear additional travelling expenses and waiting times.

- (8) If the deadline expires without result, we may dispose of the goods elsewhere and, if necessary, make a new delivery or withdraw from the contract.

Retention of title

- (1) We retain title to delivered goods until full payment of all present and future claims.
- (2) Processing is carried out for us. In the event of combination with other goods, co-ownership shall arise in accordance with the value ratio.
- (3) Claims arising from resale, including claims for damages or insurance claims, shall be assigned to us in full.
- (4) In the event of sale with other goods, the share of our reserved goods shall be assigned.
- (5) In the event of processing with goods from other suppliers, a proportionate claim corresponding to our co-ownership shall be assigned.
- (6) The same applies to contracts for work and labour.
- (7) In the case of current accounts, the assignment shall apply to the claim and balance.
- (8) The customer may collect assigned claims as long as he fulfils his obligations.
- (9) If contractual claims are invalid, statutory enrichment claims shall be deemed assigned.
- (10) The customer undertakes to take all measures to ensure the effectiveness of the retention of title at his own expense.
- (11) Access by third parties must be reported to us immediately; costs shall be borne by the customer.
- (12) Return transport costs shall be borne by the customer.
- (13) In the case of payment by direct debit, rights shall remain in force until they become irrevocable.

Transfer of risk - liability for defects - compensation for damages

- (1) The risk shall pass upon handover to the forwarding agent or carrier, even in the case of carriage paid delivery. In the event of a delay in delivery, the risk shall pass upon notification of dispatch.
- (2) We provide a warranty for defects existing at the time of transfer of risk in accordance with the following conditions:
 - a) Defects must be reported immediately in writing. Any breach of the obligation to give notice of defects shall exclude any claims.
 - b) We shall, at our discretion, either repair or replace the goods. In the event of disproportionate expense, both may be refused.
 - c) If subsequent fulfilment fails, withdrawal or reduction may be demanded. There is no right of cancellation in the case of minor defects.
- (3) Quality specifications do not constitute guarantees. Manufacturer warranties remain unaffected.
- (4) Compensation for damages is excluded, except in cases of product liability, intent, gross negligence, injury to life, limb, health, essential contractual obligations or guarantees. In these cases, compensation shall be limited to the typical, foreseeable damage.
- (5) The provisions shall also apply to defective ancillary services.
- (6) Claims for defects shall become time-barred one year after delivery (or acceptance in the case of contracts for work and labour), except in the case of fraudulent intent or construction work.
- (7) Subsequent fulfilment shall not extend the limitation period.
- (8) We accept no liability for work carried out by assembly personnel on the instructions of third parties.

Final provisions

- (1) We process personal data in accordance with DSGVO and BDSG.
- (2) The place of fulfilment and jurisdiction is our registered office if the customer is a merchant. Statutory provisions apply to consumers.
- (3) German law shall apply to the exclusion of international sales law (CISG).
- (4) Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected. The invalid provisions shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid