

General Terms and Conditions of Sale of ECP Gesellschaft für GFK-Systemlösungen mbH

§ 1 Scope, Form

- (1) All deliveries, services and offers shall be made exclusively on the basis of these General Terms and Conditions of Sale ("T&C"), unless expressly agreed otherwise between us and the customer ("Buyer").
- (2) These T&C apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers. Unless otherwise agreed, the T&C in the version valid at the time of the Buyer's order or in any case in the version last notified to the Buyer in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
- (3) These T&C shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions ("GTC") of the Buyer shall only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in any case, for example even if the Buyer refers to its GTC within the scope of the order and we do not expressly object to this.
- (4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order confirmation take precedence over the T&C.
- (5) Legally relevant declarations and notifications by the Buyer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these T&C includes written and text form (e.g. letter, email, fax). Legal formal requirements and further proof, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.
- (6) References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these T&C.

§ 2 Conclusion of Contract

- (1) Our offers are subject to change and non-binding. This shall also apply if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, computations, references to German industrial standards (DIN)), other product descriptions or documents - also in electronic form - to which we reserve title and copyrights or intellectual property rights.
- (2) The same shall also apply to such documents which are designated as confidential. Before passing them on to third parties, the Buyer shall obtain our express written consent.
- (3) The dimensions described in the offer may be subject to deviations in accordance with subsequent construction drawings.

(4) The ordering of the Goods by the Buyer shall be deemed a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this offer of contract within 14 days of receipt by us.

(5) Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the Goods to the Buyer.

§ 3 Manufacturing, Delivery Period, Scope of Delivery and Delay in Delivery

(1) Prior to manufacturing, the Buyer receives a so-called parts list ("Stückliste") from us. This is the detailed configuration that forms the basis of the manufacturing process.

(2) The Buyer releases the manufacturing by returning a manufacturing release signed by the Buyer to us ("Fertigungsfreigabe").

(3) Manufacturing shall only take place after the Buyer has given the manufacturing release. We must receive the signed parts list no later than five days prior to the start of manufacturing.

(4) Should delays occur due to a delayed manufacturing release, the Buyer cannot claim compensation for the damages caused by the delay.

(5) The delivery period shall be agreed individually or stated by us upon acceptance of the order.

(6) The scope of delivery is determined by our written order confirmation. Insofar as any information, documents or releases to be procured by the Buyer are not available, a delivery period cannot be set in motion.

(7) Delivery periods shall be extended in the event of measures within the scope of industrial disputes, in particular strikes and lockouts, as well as the occurrence of unforeseen obstacles and other unforeseeable events beyond our control, e.g. operational disruptions, delays in delivery, insofar as such obstacles verifiably have a significant influence on the delivery of the delivery item. This also applies if the circumstances occur with sub-suppliers. The delivery period shall be extended accordingly for the duration of such measures and obstacles.

(8) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of performance), we shall inform the Buyer of this promptly and at the same time notify the Buyer of the expected new delivery deadline.

(9) If the delivery is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will promptly refund any consideration already paid by the Buyer. Non-availability of the performance shall be deemed to exist, for example, in the event of late delivery by our suppliers, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure (e.g. pandemic, war, etc.) or if we are not obliged to procure in the individual case.

(10) The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the Buyer is required.

(11) If we are in default of delivery, the Buyer may demand liquidated damages for the damages caused by the delay. The liquidated damages shall amount to 0.5% of the net price (delivery value) for each full calendar week of the delay, but in total no more than 5% of the delivery value of the Goods delivered late. We reserve the right to prove that the Buyer has not suffered any damages at all or that the damages are significantly less than the aforementioned flat-fee.

(12) The rights of the Buyer pursuant to Sec. 8 of these T&C and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

§ 4 Manufacturing, Storage and Delivery

(1) The products are manufactured on the basis of the parts list (Sec. 3 para. 1). Content, element type, number, length etc. are taken on the basis of the Buyer's order.

(2) Delivery shall be ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Buyer, the Goods shall be shipped to another destination (sale by delivery to a place other than the place of performance).

(3) Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. If the Buyer wishes a different packaging and the delivery is possible in this packaging, the Buyer shall bear the additional costs incurred.

(4) Partial deliveries are permissible within the delivery periods specified by us. If delivery on demand has been agreed, the Buyer shall exercise the demand within a reasonable period.

(5) The risk of accidental loss and accidental deterioration of the Goods shall pass to the Buyer at the latest upon handover. Furthermore, we emphasize that the Goods must be stored properly after handover and that removal of the adhesive tape without residue is only possible within the first 4 weeks after delivery.

(6) In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the Goods as well as the risk of delay shall already pass upon delivery of the Goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment.

(7) Insofar as an acceptance of the Goods has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work shall also apply to acceptance, respectively. The handover or acceptance shall be deemed to have occurred if the Buyer is in default of accepting the Goods.

(8) If the Buyer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damages including additional expenses (e.g. storage costs). For this purpose, we shall charge liquidated damages of 0.5% per week, beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification that the Goods are ready for dispatch, but not exceeding 5%.

(9) The proof of higher damages and our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, liquidated damages shall be offset against further monetary claims. The Buyer shall be entitled to prove that we have not incurred any damages at all or only significantly less damages than the aforementioned liquidated damages.

§ 5 Billing, Shipping and Terms of Payment

- (1) Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall be paid in euros, ex warehouse, plus statutory VAT. The basis for the calculation shall be the parts list (Sec. 3 para. 1).
- (2) In the case of a sale by delivery to a place other than the place of performance (Sec. 4 para. 6), the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.
- (3) The prerequisite for delivery to the place of use is accessibility by the delivery vehicle. The unloading of the Goods shall be the responsibility of the Buyer and must be carried out with suitable equipment and labor to avoid damages to the Goods.
- (4) The completeness and faultless delivery and acceptance of the Goods shall be confirmed to the delivering forwarder. The delivering forwarder must be notified of any recognizable transport damages upon acceptance of the Goods and this must be noted on the consignment note.
- (5) The purchase price is due and payable within 30 days of invoicing and delivery or acceptance of the Goods, unless otherwise stated in the order provisions. However, we are entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.
- (6) Upon expiry of the aforementioned payment deadline, the Buyer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further damages caused by default. With respect to merchants, our claim to the commercial due date interest rate remains unaffected.
- (7) The Buyer shall only be entitled to set-off or a retention right insofar as his claim has been established by a final judgment or is undisputed.
- (8) The Buyer may only exercise a right of retention insofar as his counterclaim is based on the same contractual relationship. In the event of defects in the delivery, the counter rights of the Buyer, in particular pursuant to Sec. 7 para. 9 cl. 2 of these T&C, shall remain unaffected.
- (9) If it becomes apparent after the conclusion of the contract (e.g. through an application for the adjudication of insolvency proceedings) that our claim to the purchase price is jeopardized by the Buyer's lack of ability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract. In the case of contracts for the manufacture of custom-made products ("Einzelfertigung"), we may declare our withdrawal promptly; the statutory regulations on the dispensability of setting a deadline shall remain unaffected.

§ 6 Retention of Title

- (1) We retain title to the Goods sold until full payment of all our current and future claims arising from the sales contract and an ongoing business relationship ("gesicherte Forderungen").
- (2)

(2) The Goods subject to a retention of title (“Eigentumsvorbehalt”) may not be pledged to third parties or assigned as security before full payment of the secured claims. The Buyer must inform us promptly in writing if an application is made to open insolvency proceedings or insofar as third parties (e.g. seizures) have access to the Goods delivered under a retention of title.

(3) In the event of a conduct by the Buyer in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand surrender of the Goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; we are rather entitled to demand only the return of the Goods and to reserve the right of withdrawal.

(4) If the Buyer fails to pay the purchase price due, we may only assert these rights if we have previously set the Buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable pursuant to statutory provisions.

(5) Until revoked in accordance with (c) below, the Buyer is authorized to resell and/or process the Goods subject to the retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:

(a) The retention of title extends to the products resulting from the processing, mixing or combining of our Goods at their full value, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined Goods. Otherwise, the same shall apply to the resulting product made from the Goods delivered under a retention of title. The Buyer also assigns to us the claims to secure our claim against him which arise against a third party through the combination of the purchased Goods with a piece of land.

(b) The Buyer hereby assigns to us as security the claims against third parties arising from the resale of the Goods or the product in total or in the amount of our possible co-ownership share pursuant to the above paragraph. We accept the assignment. The obligations of the Buyer mentioned in para. 2 shall also apply to the assigned claims.

(c) The Buyer remains authorized to collect the claim besides us. We undertake not to collect the claim as long as the Buyer meets his payment obligations towards us, if there is no deficiency in his ability to pay and if we do not assert the retention of title by exercising a right pursuant to para. 3. If this is the case, however, we may demand that the Buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we are entitled to revoke the Buyer's authority to further sell and process the Goods subject to retention of title.

(d) If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Buyer's request.

§ 7 Claims for Defects of the Buyer

(1) The statutory provisions shall apply to the rights of the Buyer in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below. In all cases,

the special statutory provisions on the reimbursement of expenses in the event of final delivery of the newly manufactured Goods to a consumer (supplier's recourse) shall remain unaffected, unless an equivalent compensation has been agreed, e.g. within the framework of a quality assurance agreement.

(2) The basis of our liability for defects is above all the agreement reached on the quality and the presumed use of the Goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject matter of the individual contract or which were publicly announced by us (in particular on our website) at the time of the conclusion of the contract shall be deemed to be an agreement on quality in this sense.

(3) Insofar as the quality has not been agreed, the question of whether or not there is a defect shall be assessed pursuant to statutory provisions. Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the Goods, shall take precedence over statements made by other third parties.

(4) Customary or minor deviations in quality, weight, size, thickness and width shall not be deemed to constitute defects. In particular, all values and dimensions laid down in the approvals and contractual components shall be understood with the usual tolerances pursuant to the applicable practice or DIN, unless otherwise expressly agreed in writing. Differences in color are to be tolerated insofar as the overall impression is only insignificantly disturbed. As a matter of principle, we shall not be liable for defects of which the Buyer is aware at the time of conclusion of the contract or is not aware due to gross negligence.

(6) Furthermore, the Buyer's claims for defects presuppose that he has fulfilled his statutory duties of inspection and notification. In the case of building materials and other Goods intended for installation or other further processing, an inspection must in any case be carried out promptly before processing. If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing promptly. In any case, obvious defects must be notified to us in writing within 8 days of delivery and defects which are not recognizable during the inspection must be notified to us within the same period of time after discovery. If the Buyer fails to carry out the proper inspection and/or give notice of defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded pursuant to the statutory provisions. In the case of Goods intended for incorporation, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, there shall in particular be no claims by the Buyer for reimbursement of corresponding costs ("Removal and Incorporation Costs").

(7) In particular, we are not liable for the usability of the Goods on site. The purchaser is obliged to examine in advance whether the Goods may be used or installed pursuant to the respective public law requirements (e.g. building and fire protection laws).

(8) If the Goods are defective, we may initially choose whether to provide subsequent performance by remedying the defect ("Nachbesserung") or by delivering a good free of defects ("Ersatzlieferung"). If the type of subsequent performance chosen by us is unreasonable for the Buyer in the individual case, he may reject it. Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.

(9) We are entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due. However, the Buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.

- (10) The Buyer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the Goods said to be defective for inspection purposes.
- (11) In the event of a replacement delivery, the Buyer shall return the defective Goods to us at our request pursuant to statutory provisions; however, the Buyer shall not have a claim for return.
- (12) Subsequent performance does not include the dismantling or removal of the defective item or the installation, attachment or fitting of a defect-free good if we were not originally obliged to perform these services; claims by the Buyer for reimbursement of corresponding costs ("Aus- und Einbaukosten") shall remain unaffected.
- (13) We shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, pursuant to statutory provisions and these T&C if there is actually a defect. Otherwise, we may demand reimbursement from the Buyer of the costs arising from the unjustified request to remedy the defect if the Buyer knew or was negligent in not knowing that there was actually no defect.
- (14) In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damages, the Buyer shall have the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We shall be notified promptly of such self-execution, if possible in advance. The right of self-execution does not exist if we would be entitled to refuse a corresponding subsequent performance pursuant to statutory provisions.
- (15) If a reasonable period, to be set by the Buyer for subsequent performance, has expired unsuccessfully or is dispensable under statutory provisions, the Buyer may withdraw from the sales contract or reduce the purchase price pursuant to statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.
- (16) Claims of the Buyer for damages or reimbursement of futile expenses shall also exist in the case of defects only pursuant to Sec. 8 and are otherwise excluded.

§ 8 Further Liability and limitation of Liability

- (1) Insofar as nothing to the contrary arises from these T&C including the following provisions, we shall be liable pursuant to statutory provisions in the event of a breach of contractual and non-contractual obligations.
- (2) We shall be liable for damages - irrespective of the legal basis - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), in the following cases
- (a) for damages resulting from injury to life, body or health,
- (b) for damages arising from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damages.

(3) The limitations of liability resulting from para. 2 shall also apply to third parties as well as to breaches of duty by persons (also in their favor) whose fault we are responsible pursuant to statutory provisions. They do not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the Goods has been assumed and for claims of the Buyer under the German Product Liability Act ("Produkthaftungsgesetz").

(4) The Buyer may only withdraw or declare a termination in case of a breach of duty, which does not consist of a defect, if we are responsible for the breach of duty. A free right of termination on the part of the Buyer shall be excluded. In all other respects, the statutory requirements and legal consequences shall apply.

§ 9 Statute of Limitations

(1) Notwithstanding Section 438 para. 1 no. 3 of the German Civil Code ("BGB"), the general statute of limitations period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the statute of limitations period shall begin with the acceptance of the Goods.

(2) If the Goods are a building or an item which has been used for a building pursuant to customary use and has caused its defectiveness, the statute of limitations period shall be 5 years from delivery pursuant to statutory regulations. Other special statutory provisions on the statute of limitations period shall also remain unaffected.

(3) The above statute of limitations periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the Goods, unless the application of the regular statutory statute of limitations period would lead to a shorter statute of limitations period in the individual case.

(4) Claims for damages by the Buyer pursuant to Sec. 8 para. 2 cl. 1 and cl. 2 (a) as well as pursuant to the Products Liability Act shall become statute-barred exclusively pursuant to statutory statute of limitations periods.

§ 10 Choice of Law and Place of Jurisdiction

(1) These T&C and the contractual relationship between us and the Buyer shall be governed by the substantive law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) If the Buyer is a merchant within the meaning of the German Commercial Code ("HGB"), a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Gadebusch (Germany).

(3) However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these T&C or a prior individual agreement or at the general place of jurisdiction of the Buyer. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.



§ 11 Validity

These General Terms and Conditions of Sale shall apply as of February 1, 2025.

Registered Office:

ECP Gesellschaft für GFK-Systemlösungen mbH

Trittauer Str. 3

19205 Gadebusch, Germany

Managing Directors:

Kai Melina Manhard

Michael Manhard

Commercial Register: Amtsgericht Schwerin HRB 8643

VAT ID No.: DE813338561