

General Terms and Conditions of Sale (GTC)

of Ernst Kühne Kunststoffs werk GmbH & Co. KG

Version: 1 January 2026

This English version is provided for convenience only. In the event of any discrepancies or inconsistencies between the German and English versions, the German version shall prevail.

Preliminary Remarks

Ernst Kühne Kunststoffs werk GmbH & Co. KG (hereinafter "EKK") develops, manufactures and distributes products and system solutions made of glass-fibre-reinforced plastics for industrial applications. Its range of services comprises in particular pultruded profiles, filament-winding products, composite components, customer-specific special profiles as well as development, design and manufacturing services. All information concerning the company, its products, manufacturing processes, reference projects or application examples serves exclusively as a general description of the company and its products. It constitutes neither an agreement as to quality nor the assumption of a guarantee or any other warranty of specific characteristics, unless its binding nature has been expressly agreed in text form. These preliminary remarks serve exclusively as a general description of the company and do not form part of any agreement as to quality within the meaning of sales law.

1. Scope of Application

1.1 Field of Application

These General Terms and Conditions of Sale (hereinafter the "GTC") shall apply to all offers, deliveries and other services of Ernst Kühne Kunststoffs werk GmbH & Co. KG (hereinafter "EKK") rendered to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), to legal entities under public law and to special funds under public law (hereinafter jointly referred to as the "Customer"). These GTC shall apply exclusively. Conflicting, deviating or supplementary terms and conditions of the Customer shall become part of the contract only if EKK has expressly consented to their application in text form prior to conclusion of the contract. This requirement of consent shall also apply where EKK carries out deliveries or services without reservation, or accepts payments, in the knowledge of such terms and conditions. These GTC, in the version applicable at the time the contract is concluded, shall also apply to all future contracts with the same Customer concerning deliveries or services of the same kind, without any need for renewed reference to their incorporation.

1.2 Personal Scope

EKK shall enter into contracts exclusively with entrepreneurs within the meaning of Section 14 BGB, legal entities under public law and special funds under public law. Contracts with consumers within the meaning of Section 13 BGB shall not be concluded.

1.3 Order of Precedence

The following order of precedence shall apply to the content and the performance of the contractual relationship:

- individual agreements concluded between the parties in written or text form;
- the order confirmation issued by EKK, including the contractual documents expressly incorporated therein;
- these GTC.

In the event of contradictions, the foregoing order of precedence shall apply.

1.4 Contractual Documents

Only those technical and commercial documents to which express reference is made in the order confirmation shall become part of the contract. These include in particular drawings, specifications, requirement and functional specifications, technical descriptions, testing requirements, quality agreements, approvals and other documentation defining the subject matter of the contract.

1.5 Contract Language

The German language version shall be authoritative for the interpretation of the contract. Where contractual documents are additionally prepared or transmitted in another language, the foreign-language version shall serve information purposes only. The German language version alone shall be authoritative for the conclusion, the performance and the interpretation of the contract. This English version is provided for convenience only. In the event of any discrepancies or inconsistencies between the German and English versions, the German version shall prevail.

1.6 Definitions

For the purposes of these GTC, the following definitions shall apply:

Services comprise all development, design, consulting, testing, manufacturing and other work or service-related performances of EKK.

Duties to cooperate are all acts, information, documents, approvals and other supporting activities owed by the Customer for the performance of the contract.

Products are all goods, components, profiles, assemblies and other items to be delivered.

Tooling means all tools, moulds, fixtures, models, gauges and other means of production developed, designed, manufactured or procured by EKK.

The text form is governed by Section 126b BGB. Contractual documents are all technical and commercial documents expressly incorporated pursuant to Clause 1.4.

1.7 Statutory Provisions

Unless these GTC provide otherwise, the statutory provisions shall apply. References to statutory provisions serve clarification purposes only. They do not establish any rights or obligations going beyond the statutory provisions.

1.8 Interpretation

The structure and the headings serve solely to provide a better overview and have no independent legal significance.

2. Offers and Conclusion of Contract

2.1 Offers

All offers made by EKK are subject to change and non-binding, unless they are expressly designated as a binding offer. Product descriptions, illustrations, drawings, technical data, weight and dimensional details, calculations, samples, brochures, catalogues, data sheets or other product-related information serve exclusively to describe the respective delivery item or service. They constitute neither an agreement as to quality nor the assumption of a guarantee or any other warranty of specific characteristics, unless their binding nature has been expressly agreed in text form.

2.2 Offer Documents, Technical Information and Protection of Know-How

EKK reserves without restriction all title, copyright, protective and other intellectual property rights in all offer documents, drawings, CAD data, calculations, simulations, tooling concepts, samples, models, prototypes, initial sample parts, technical documentation and other technical and commercial documents. The aforementioned documents and items may be used solely for the purpose of examining the offer and performing the respective contract. Their reproduction, disclosure, publication or any other use requires EKK's prior consent in text form. The Customer may not use, or allow third parties to use, the aforementioned documents and items, in whole or in part, for invitations to tender, comparative offers from third parties, reverse engineering, disassembly, re-engineering or for the development, manufacture or procurement of competing products or processes. In particular, the Customer is not permitted to examine, analyse, measure, dismantle, test, digitise or otherwise evaluate the aforementioned documents or items without EKK's prior consent in text form with the aim of obtaining the technical know-how, manufacturing knowledge or trade secrets contained therein or of using them for purposes outside the contract. Mandatory statutory rights, as well as acts which are necessary for the intended use, inspection or further processing of the products delivered in accordance with the contract, shall remain unaffected. If no contract is concluded, all documents, including any copies and electronic data records, shall be returned without undue delay at EKK's request or deleted in compliance with data protection requirements, unless a statutory retention obligation exists. No rights of retention exist in respect of the offer documents.

2.3 Orders

Orders placed by the Customer shall constitute a binding offer to conclude a contract. The Customer is responsible for the completeness, accuracy and technical suitability of all documents provided by it. This applies in particular to drawings, CAD data, requirement specifications, specifications, material requirements, calculations, approvals and other technical information.

2.4 Conclusion of Contract

A contract shall be concluded solely by the order confirmation issued by EKK in text form or by performance of the delivery or service. Automatically generated acknowledgements of receipt do not constitute acceptance of the contractual offer. The order confirmation, including the contractual documents expressly incorporated therein, shall be exclusively decisive for the content and the scope of the contractual relationship. Oral collateral agreements as well as subsequent amendments or supplements to the contract shall require text form in order to be effective, unless a stricter form is prescribed by law.

2.5 Customer's Duties to Cooperate

The Customer shall provide all information, documents, drawings, specifications, approvals and other acts of cooperation required for the performance of the contract completely, correctly and in due time. If the Customer fails to fulfil its duties to cooperate or fails to do so in due time, agreed delivery and performance periods shall be extended accordingly by the duration of the resulting impediment plus a reasonable restart period. Any additional costs arising therefrom shall be borne by the Customer to the extent that it is responsible for the delay. The Customer shall designate a technically competent contact person with decision-making authority.

2.6 Review of Customer Specifications

EKK shall be obliged to review drawings, specifications, calculations, material requirements or other technical documents provided by the Customer as to completeness, technical feasibility or infringement of third-party rights only to the extent that this has been expressly agreed. If EKK identifies obvious inaccuracies or contradictions, it shall inform the Customer thereof. This does not give rise to any further obligation to review, advise or give notice. EKK is not obliged to recalculate the Customer's calculations or to independently verify their technical accuracy.

2.7 Changes to the Scope of Performance

Requests by the Customer for amendments or supplements after conclusion of the contract require a separate agreement. Change requests shall become part of the contract only after approval confirmed in writing or in text form. EKK shall be entitled to charge separately for the additional development, design, material, tooling, testing, manufacturing, documentation, administrative and logistics expenditure arising therefrom. Insofar as delivery periods, delivery dates or production schedules change as a result of the requested amendments, EKK shall be entitled to adjust these appropriately, taking into account its operational capacities. Until a corresponding agreement has been concluded, EKK shall not be obliged to implement the change request.

2.8 Samples, Prototypes and Approvals

Samples, prototypes, initial samples, pre-series and comparable development stages serve exclusively for technical coordination. By granting approval in writing or in text form, the Customer declares that the approved design complies with the agreed technical requirements. Approvals may also be granted electronically. Subsequent change requests shall be deemed a change of performance pursuant to Clause 2.7.

2.9 Reservation of Self-Supply

Performance of the contract is subject to correct and timely self-supply by upstream suppliers, provided that EKK has concluded a congruent hedging transaction and is not responsible for the failure of supply, either intentionally or through gross negligence. EKK shall inform the Customer without undue delay of any failure or delay in self-supply. EKK shall be entitled to make partial deliveries from existing stocks. Insofar as performance becomes permanently impossible, the rights of the parties shall be governed by the statutory provisions.

2.10 Binding Nature of Technical Requirements

Technical specifications, factory standards, quality requirements or other requirements of the Customer shall become part of the contract only insofar as EKK has expressly confirmed their applicability in the order confirmation or has referred to them therein. The mere receipt of documents, the conduct of technical coordination or the provision of development services shall not constitute implied consent to any further requirements of the Customer. Insofar as customer standards deviate from generally recognised technical rules, they require express technical approval by EKK.

2.11 Quality Management and Certifications

EKK operates a quality management system in accordance with the quality standards implemented within the company and is certified – where correspondingly indicated – in accordance with recognised quality and environmental management standards, in particular DIN EN ISO 9001 and DIN EN ISO 14001. Such certifications evidence compliance with the respective standard requirements at the time of their issuance. They constitute neither an agreement as to quality nor a guarantee or warranty of specific characteristics of the products or services, unless expressly agreed in text form. The lapse or amendment of a certification shall give rise to neither a right of rescission nor a defect in respect of contracts already concluded, provided that the agreed performance is rendered in accordance with the contract.

3. Prices and Terms of Payment

3.1 Prices

Unless expressly agreed otherwise, all prices are quoted FCA Waldshut-Tiengen plant (Incoterms® 2020) plus value added tax at the applicable statutory rate. The price does not include, in particular, the costs of packaging, dispatch, transport, transport insurance, customs duties, import and export levies, official fees or any other public charges newly introduced after conclusion of the contract, insofar as these relate to the delivery or service.

3.2 Basis of Prices

The agreed prices are based on the technical specifications, material qualities, manufacturing processes and delivery quantities applicable at the time the contract is concluded, as well as on the business and market-related costing parameters applicable at that time. If the Customer requests changes to the scope of delivery or services after conclusion of the contract, or if additional or amended development, design, testing, manufacturing, documentation, tooling, material or logistics expenditure arises as a result of its specifications, EKK shall be entitled to adjust the agreed remuneration in line with the additional expenditure so caused.

3.3 Invoicing and Due Date

Unless otherwise agreed, invoices shall be due for payment without deduction within 30 calendar days of the invoice date. Payment shall be deemed timely upon unconditional receipt of the full invoice amount in the account designated by EKK. Bills of exchange or cheques shall be

accepted only on the basis of a separate agreement and only on account of performance. All costs, fees and risks arising therefrom shall be borne by the Customer. The Customer shall be in default at the latest upon expiry of the payment period, without any further reminder being required, provided that the statutory requirements are met. Instalment payments shall be deemed performance only where expressly agreed.

3.4 Default in Payment

If the Customer is in default of payment, the statutory provisions shall apply. Without prejudice to any further statutory claims, EKK shall be entitled

- to claim default interest and the statutory damage caused by default,
- to withhold outstanding deliveries or services until all receivables due have been settled in full,
- to demand advance payments or reasonable security for deliveries or services not yet rendered,
- to revoke payment terms granted and to declare all outstanding receivables due in accordance with the statutory provisions.

The assertion of further contractual or statutory rights shall remain unaffected.

3.5 Jeopardy to Payment Claims

If, after conclusion of the contract, EKK becomes aware of circumstances which are capable of materially impairing the Customer's creditworthiness or ability to perform and which therefore appear to jeopardise the satisfaction of payment claims, EKK shall be entitled to suspend further performance of the contract until reasonable security or an appropriate advance payment has been provided. If the Customer fails to comply with such demand within a reasonable period, EKK shall be entitled to rescind the contract or to claim damages in lieu of performance in accordance with the statutory provisions. This shall apply in particular in the event of suspension of payments, an application for the opening of insolvency proceedings, enforcement measures or a material deterioration in the Customer's financial circumstances.

3.6 Price Adjustment

In the case of contracts with an agreed delivery or performance period of more than four months, EKK shall be entitled to demand a reasonable adjustment of the agreed remuneration if, after conclusion of the contract, material cost factors for which EKK is not responsible change and such change was not already specifically taken into account in the original costing. A material change shall generally be deemed to exist if one or more of the cost factors relevant to the affected scope of delivery or services change in such a way that the overall costing of the affected scope of delivery or services increases or decreases by at least 5%. The relevant cost factors include in particular the costs of glass fibres, resins, additives, fillers, energy, personnel, packaging materials, transport and logistics services, freight, customs duties, official charges and other procurement and production costs material to manufacture or delivery. The price adjustment shall be limited to the extent to which the changed costs demonstrably affect the costing of the specific scope of delivery or services concerned. A price adjustment shall be made solely in respect of that cost component which has actually changed; in all other respects the original costing shall remain unchanged. Upon request, EKK shall explain to the Customer the reasons underlying the adjustment in a comprehensible manner. Evidence of cost developments may in particular be provided by publicly available indices of the German Federal Statistical Office, relevant raw material or energy price indices, collective wage developments, supplier notifications or other suitable and objectively verifiable evidence. A binding link to a particular index shall exist only where this has been expressly agreed. If an agreed index is no longer published, is materially amended or is rebased to a new base year, it shall be replaced by the economically most comparable successor index. Mere rebasing without a change in the actual price development shall not give rise to any additional price adjustment. If the relevant cost developments result in a cost reduction of at least 5%, EKK shall take this into account appropriately in favour of the Customer in accordance with the same principles. The adjusted prices shall apply to deliveries and services performed no earlier than four weeks after receipt of the notice of price adjustment, unless otherwise agreed in an individual case. For framework agreements, call-off contracts and long-term contracts, the parties may additionally agree a separate price escalation formula or an automatic index-linked price adjustment.

3.7 Set-Off and Rights of Retention

The Customer shall be entitled to set-off only with counterclaims which are undisputed, have been finally established by a court, are ready for decision or have been acknowledged by EKK. The Customer shall be entitled to a right of retention only insofar as its counterclaim is based on the same contractual relationship. Statutory rights to refuse performance shall remain unaffected.

3.8 Assignment

The assignment of claims of the Customer against EKK requires EKK's prior consent in text form. Such consent shall not be unreasonably withheld unless legitimate interests of EKK conflict therewith. Section 354a of the German Commercial Code (HGB) shall remain unaffected.

3.9 Electronic Invoicing

EKK shall be entitled to issue and transmit invoices and other billing-related documents in electronic form, unless mandatory statutory provisions conflict therewith. The Customer shall ensure that electronic invoices can

be duly received and processed. The Customer shall notify EKK without undue delay of any changes to its electronic receipt data.

4. Delivery and Dispatch

4.1 Scope of Performance

The type, scope and quality of the deliveries and services owed shall be determined exclusively by the order confirmation, including the contractual documents expressly incorporated therein. EKK shall be entitled to make reasonable partial and advance deliveries and to issue corresponding partial invoices, provided that the legitimate interests of the Customer are not thereby impaired.

4.2 Delivery Periods and Delivery Dates

Information on delivery periods and delivery dates constitutes non-binding planning data, unless expressly designated as binding by EKK in the order confirmation. Even delivery periods and delivery dates expressly confirmed as binding are subject to the timely and complete fulfilment of the Customer's duties to cooperate, to provide materials, to grant approvals and to make payment. In the case of non-binding delivery periods or delivery dates, delay in delivery shall occur only once the Customer, after the stated delivery time has been exceeded, has set EKK a reasonable period for performance in text form and that period has expired without result. The statutory requirements for default shall otherwise remain unaffected. Delivery periods shall not commence, and delivery dates expressly confirmed as binding are subject to the condition, that

- a. all technical and commercial details have been conclusively clarified,
- b. the Customer has fully fulfilled all duties to cooperate and to provide materials incumbent upon it,
- c. agreed down payments have been received, and
- d. all necessary permits, approvals or other documents are available in full.

If these conditions are not met in due time, agreed delivery periods shall be extended and agreed delivery dates shall be postponed by the duration of the impediment plus a reasonable restart and production preparation period.

4.3 Delivery Delays and Force Majeure

EKK shall not be liable for the impossibility or delay of performance to the extent that this is due to events beyond EKK's reasonable control which were not foreseeable at the time the contract was concluded. These include in particular natural disasters, war, terrorism or civil unrest, pandemics and epidemics, official measures, industrial disputes, energy shortages, shortages of raw materials, significant restrictions in the supply of glass fibres, resins, additives or comparable intermediate products, failures of national or international supply chains, transport and logistics disruptions, cyberattacks on critical infrastructure, failures of essential energy or communication networks, and other comparable events for which EKK is not responsible. The affected party shall inform the other party without undue delay upon becoming aware of the impediment to performance and – insofar as reasonable and possible at that time – of its expected duration and effects. The other party shall likewise be informed without undue delay of the end of the impediment to performance. For the duration of the impediment, agreed delivery periods shall be extended appropriately plus any necessary restart period. The same shall apply to delivery dates agreed as binding; these shall be postponed by the duration of the impediment plus a reasonable restart, production preparation and scheduling period. Insofar as EKK is not responsible for the impediment to performance, no delay in delivery shall occur during this period. If the impediment to performance lasts longer than three months, either party shall be entitled to rescind the contract with regard to the part not yet performed. No further claims shall exist in this respect insofar as EKK is not responsible for the impediment to performance.

4.4 Dispatch

Unless otherwise agreed, all deliveries shall be made FCA Waldshut-Tiengen plant (Incoterms® 2020). The Customer shall notify EKK in good time before the agreed delivery date of the carrier engaged by it or of any other person designated to take over the products, together with the necessary collection and dispatch information. EKK shall load the products onto the means of transport provided by the Customer or by the designated carrier. The organisation and execution of onward transport shall be the responsibility of the Customer. If, at the Customer's express request, EKK engages a carrier or organises transport, this shall be done in the name of and at the cost and risk of the Customer, unless expressly agreed otherwise. The type and scope of packaging shall be governed by EKK's operational standards applicable at the time the contract is concluded, unless otherwise agreed. Transport insurance shall be taken out solely at the Customer's express request and expense.

4.5 Reusable Packaging and Load Carriers

Reusable packaging, transport racks, mesh pallets, pallets, transport boxes, containers, securing devices and other reusable load carriers shall remain the property of EKK, unless expressly agreed otherwise. They are provided to the Customer solely for the purpose of carrying out the respective transport and shall be handled with care, protected against damage and loss and used exclusively for their intended purpose. The Customer shall return the reusable packaging and load carriers complete, emptied, free from product- or transport-related contamination and in usable condition to the return location designated by EKK no later than 30 calendar days

after delivery of the products, unless a different return period has been agreed. The return shall be effected at the cost and risk of the Customer. The Customer shall bear the risk of loss or damage from the time of takeover until complete return to EKK. If reusable packaging or load carriers are not returned in due time, EKK shall be entitled, after prior reminder, to charge a reasonable usage or rental fee. In the event of loss, destruction, not merely insignificant damage or definitive failure to return, EKK shall be entitled to charge the reasonable costs of repair or replacement, less a reasonable deduction for age and wear. The Customer reserves the right to prove that no damage or substantially less damage has been incurred. Insofar as reusable packaging, load carriers or customer-specific packaging are newly procured, modified or manufactured at the Customer's request or in accordance with its specifications, the Customer shall bear the costs arising therefrom, unless otherwise agreed.

4.6 Passing of Risk

Unless otherwise agreed, the risk of accidental loss or accidental deterioration of the products shall pass to the Customer in accordance with FCA Waldshut-Tiengen plant (Incoterms® 2020) as soon as the products have been loaded onto the means of transport provided by the Customer or by the designated carrier and handed over to the carrier or to the other person designated by the Customer. Loading by EKK forms part of the agreed FCA delivery and does not extend EKK's liability or bearing of risk beyond the time of handover in accordance with the contract. If, at the Customer's request, EKK engages a carrier or supports the Customer in organising transport, this shall not alter the agreed passing of risk. If collection or takeover of the products is delayed for reasons for which the Customer is responsible, the risk shall pass to the Customer at the time at which EKK has made the products available for takeover in accordance with the contract and has informed the Customer of such availability. From that time onwards, the Customer shall bear all reasonable storage, insurance and other costs arising therefrom.

4.7 Default of Acceptance

If the Customer is in default of acceptance or breaches other duties to cooperate, EKK shall be entitled

- a. to store the products at the Customer's risk and expense; storage may also be effected with a suitable third party,
- b. to charge separately the reasonable storage, administration, insurance and financing costs arising therefrom, and
- c. to assert further rights in accordance with the statutory provisions.

4.8 Series Production

In the course of ongoing series production, EKK shall be entitled to make technically necessary changes to manufacturing processes, tooling, production parameters or testing procedures, provided that neither the agreed function nor the essential product characteristics are thereby impaired. Minor visual changes resulting therefrom shall not constitute a material defect. Customary tool wear, necessary maintenance measures, calibrations and technically required process optimisations shall constitute neither a delay in delivery nor a material defect.

4.9 Change of Suppliers, Sources of Supply and Materials

EKK shall be entitled to change suppliers, manufacturers, sources of supply and the raw materials, auxiliary materials and operating supplies used, provided that the expressly agreed quality, function, fitness for use and safety of the products continue to be complied with. In particular, EKK may use technically and qualitatively equivalent glass fibres, resins, additives, fillers, coating materials, packaging materials and other intermediate products from other manufacturers or from other sources of supply, provided that the agreed specifications are complied with. A particular source of supply, a particular manufacturer, a particular trade name or a particular material brand shall be binding only where this has been expressly designated as a binding quality requirement in the order confirmation. Where the use of an equivalent substitute material requires the Customer's prior consent on the basis of an express contractual agreement, an official approval, a customer-specific release or a safety-relevant application, EKK shall inform the Customer in good time. The Customer shall not unreasonably withhold its consent where EKK demonstrates technical equivalence and the legitimate interests of the Customer are not impaired. If delivery is delayed because a required approval by the Customer is not granted in due time, agreed delivery periods shall be extended by the duration of the delay plus a reasonable restart and scheduling period. Mandatory statutory information, documentation and approval obligations shall remain unaffected.

4.10 Call-Off Orders

Where deliveries are made on the basis of call-off orders, the Customer undertakes to accept the agreed call-off quantities within the agreed call-off period. If call-offs fail to be made despite being due, EKK shall be entitled, after prior request,

- a. to store the products at the Customer's risk and expense,
- b. to charge separately for storage, administration and financing costs,
- c. to invoice the agreed quantities, or
- d. to rescind the contract or to claim damages in accordance with the statutory provisions.

Quantities not called off may, after expiry of the call-off period, be disposed of or otherwise realised at the Customer's expense, insofar as alternative use is not economically reasonable for EKK.

4.11 Excess and Short Deliveries

In the case of customer-specific manufacture, series production or technically required production processes, excess or short deliveries of up to and including 10% of the agreed delivery quantity shall be permissible, provided that this does not materially impair the legitimate interests of the Customer. This applies in particular to material- or process-related production variations. The quantity actually delivered shall be invoiced.

5. Tooling, Moulds and Means of Production

5.1 Ownership

Unless expressly agreed otherwise, all tools, moulds, fixtures, models, gauges and other means of production ("Tooling") developed, designed, manufactured or procured by EKK shall remain the exclusive property of EKK. This shall also apply where the Customer bears or contributes to the tooling costs in whole or in part. Title shall pass to the Customer solely on the basis of an expressly concluded individual agreement in text form.

5.2 Intellectual Property Rights and Know-How

Ownership of Tooling does not confer upon the Customer any rights to designs, drawings, CAD data, manufacturing documents, programs, production parameters, manufacturing processes, calculations or any other technical or commercial know-how of EKK. Unless expressly agreed otherwise, all copyrights, industrial property rights and other intellectual property rights shall remain exclusively with EKK. EKK shall not be obliged to surrender any corresponding documents or data.

5.3 Use of Tooling

Tooling may be used exclusively for the manufacture of products intended for the respective Customer, unless otherwise agreed. Insofar as Tooling is owned by the Customer on the basis of an individual agreement, the following provisions of Clauses 5.4 to 5.7 shall apply in addition.

5.4 Storage and Maintenance of Customer-Owned Tooling

Customer-owned Tooling shall be stored and maintained during an ongoing supply relationship with the care customary in EKK's own operations. Cleaning, care and maintenance customary in the business during contractual use are covered by the agreed remuneration. The Customer shall bear the costs of extraordinary maintenance, repairs, reworking, technical modifications, spare parts or renewals resulting from natural wear and tear, changed technical requirements, change requests by the Customer or other circumstances for which EKK is not responsible. Free storage shall be provided for a maximum of three years after the last delivery carried out with the respective Tooling. Thereafter, EKK shall be entitled to charge reasonable storage costs. Information on service life, tool life or output quantities constitutes non-binding empirical values, unless expressly agreed as binding. Natural and technically unavoidable wear does not constitute a defect.

5.5 Replacement and Follow-Up Tooling

If Tooling can no longer be used economically or safely on a permanent basis due to natural wear and tear, technical modifications or other reasons, EKK shall be entitled to suspend production until the repair, reworking or procurement of replacement or follow-up Tooling. The Customer shall bear the costs thereof insofar as the original Tooling is its property or the replacement procurement becomes necessary within its sphere of responsibility. In all other respects, the allocation of costs shall require a separate agreement. Agreed delivery periods shall be extended by the duration of the delay caused thereby plus a reasonable restart period.

5.6 Surrender of Customer-Owned Tooling

Surrender of customer-owned Tooling may be demanded only after full settlement of all receivables due which are connected with the respective Tooling or the associated supply relationship. Surrender shall take place at EKK's registered office. Dismantling, preservation, packaging, loading, transport, transport insurance and any other services required for this purpose shall be effected at the Customer's cost and risk. EKK shall be liable for damage to or destruction of customer-owned Tooling solely in accordance with the liability provisions of these GTC. Statutory rights of retention shall remain unaffected.

5.7 Tooling No Longer Required

If customer-owned Tooling has not been used for at least three years, EKK may request the Customer in text form to decide within a period of at least three months on its further use, chargeable storage or collection. If the Customer does not respond within this period or fails to collect the Tooling despite being requested to do so, EKK shall be entitled to return, store, realise or properly destroy the Tooling at the Customer's expense, unless mandatory statutory provisions conflict therewith. Any proceeds of realisation shall be paid out to the Customer after deduction of the costs incurred.

6. Securing of Title and Security Rights

6.1 Creation of the Retention of Title

The products delivered shall remain the property of EKK until full payment of all present and future receivables arising from the business relationship. In the case of a current account, the retained title shall serve as security for the respective acknowledged balance.

6.2 Processing, Combination and Commingling

Any processing or transformation of the goods subject to retention of title shall always be carried out on behalf of EKK as manufacturer within the

meaning of Section 950 BGB, without any obligations arising for EKK therefrom. If the goods subject to retention of title are processed, combined or commingled with other items, EKK shall acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the value of the other processed items at the time of processing. If processing is carried out together with items belonging to third parties, co-ownership shall arise in accordance with the statutory provisions.

6.3 Resale

The Customer shall be entitled to resell the goods subject to retention of title in the ordinary course of business. The Customer hereby assigns to EKK all receivables arising from such resale in the amount of the invoice value of the goods subject to retention of title. EKK accepts this assignment. The Customer shall remain authorised to collect the receivables until revocation. Upon request, the Customer shall be obliged to disclose the assignment of receivables to its purchaser.

6.4 Advance Assignment of Receivables

The Customer shall inform EKK without undue delay if third parties access the goods subject to retention of title or the assigned receivables. Insofar as the third party is unable to reimburse EKK for the judicial or extrajudicial costs of legal action, the Customer shall be liable therefor in accordance with the statutory provisions. The Customer shall notify third parties of EKK's title.

6.5 Right of Repossession

In the event of conduct by the Customer in breach of contract, in particular default in payment, EKK shall be entitled under the statutory provisions to demand the surrender of the goods subject to retention of title and to realise them after setting a prior deadline. Rescission of the contract shall not be required for this purpose, to the extent permitted by law. The assertion of the retention of title shall not be deemed a rescission of the contract, unless EKK expressly declares this.

6.6 Release of Security

If the realisable value of the securities exceeds the secured receivables by more than 10%, EKK shall release securities of its choice at the Customer's request.

7. Warranty

7.1 Contractual Quality

The quality owed under the contract shall be determined exclusively by the order confirmation, including the contractual documents expressly incorporated therein. Public statements, product information, technical data sheets, brochures, catalogues, advertising statements, samples or other general product information constitute neither an agreement as to quality nor the assumption of a guarantee or any other warranty of specific characteristics, unless their binding nature has been expressly agreed in text form. A particular suitability for a specific purpose of use shall be owed solely where this has been expressly agreed.

7.2 Material- and Production-Related Characteristics

The products manufactured by EKK consist predominantly of glass-fibre-reinforced plastics and are produced in particular by the pultrusion or filament-winding process. The Customer is aware that these manufacturing processes and the materials used exhibit material- and process-related characteristics. In particular, differences in fibre orientation, variations in resin distribution, minor deviations in colour shade or gloss, differences in surface structure, production-related air inclusions, material-related dimensional, weight and thickness tolerances, UV-induced changes, production-related residual stresses and other material- or process-related characteristics in accordance with the state of the art do not constitute a material defect, provided that they lie within the agreed specification, the relevant technical standards or the manufacturing tolerances customary in the industry and do not materially impair the agreed function or fitness for use.

7.3 Duty to Inspect and Give Notice of Defects

The Customer shall carefully inspect the delivered products without undue delay after delivery in the ordinary course of business as to identity, completeness, obvious defects and transport damage. Obvious defects, incorrect deliveries or quantity deviations shall be notified in text form no later than seven working days after delivery. Hidden defects shall be notified in text form without undue delay after their discovery, but no later than seven working days after becoming aware of them. The notice of defects shall describe the nature and extent of the complaint in a comprehensible manner and shall give EKK the opportunity to inspect the products complained of. Products complained of may neither be further processed nor modified without prior consultation with EKK, insofar as this would impair the inspection. Insofar as Section 377 HGB applies, the delivered products shall be deemed approved if the Customer fails to duly comply with its duties to inspect and to give notice of defects.

7.4 Use and Further Processing

Prior to further processing, combination, assembly or any other use of the products, the Customer shall examine on its own responsibility whether they are suitable for the intended purpose of use. This applies in particular to safety-relevant applications, extraordinary chemical, thermal or mechanical stresses and to combination with products of other manufacturers. If identifiable defects or deviations are not notified prior to further processing, the warranty shall lapse to the extent that the defect would have been identifiable upon proper inspection.

7.5 Application Engineering Advice

Technical information, calculations, recommendations or other application engineering advisory services are provided on the basis of the level of knowledge existing at the time the advice is given. Responsibility for design, dimensioning and suitability testing shall remain with the Customer, unless expressly assumed by EKK. They serve exclusively to support the Customer and do not release the Customer from its obligation to examine on its own responsibility the suitability of the products for the intended purpose of use and to carry out the necessary tests, validations and approvals itself. Advisory services shall give rise to neither an agreement as to quality nor a guarantee or warranty of specific characteristics.

7.6 Samples, Prototypes and Initial Samples

Samples, prototypes, initial samples or pre-series approved by the Customer shall form the binding basis for the subsequent series production. This shall also apply to initial samples approved electronically. Complaints regarding such features as were the subject of the approval or would have been identifiable upon proper inspection are excluded. Claims in respect of hidden defects and mandatory statutory rights shall remain unaffected.

7.7 Subsequent Performance

If a material defect has been notified in due time and is justified, EKK shall render subsequent performance at its own option by way of rectification or replacement delivery. The Customer shall grant EKK the time and opportunity required for this purpose and shall, upon request, make the products complained of available. EKK shall be entitled to make subsequent performance conditional upon prior payment of the undisputed portion of the remuneration. Replaced products or exchanged parts shall pass into the ownership or other power of disposal of EKK upon their removal, unless mandatory statutory provisions conflict therewith.

7.8 Failure of Subsequent Performance

If subsequent performance definitively fails, is legitimately refused by EKK or is unreasonable for the Customer, the Customer may reduce the purchase price in accordance with the statutory provisions or – provided that the statutory requirements are met – rescind the contract. Rescission on account of an insignificant defect is excluded. Claims for damages and for reimbursement of expenses shall be governed exclusively by Chapter 8 of these GTC.

7.9 Exclusion of Claims for Defects

Claims for defects are excluded in particular where the defect asserted is based on one of the following circumstances:

- requirements, drawings, specifications or materials of the Customer,
- natural wear and tear,
- improper transport or improper storage,
- faulty assembly or further processing,
- use other than as intended,
- omitted or improper maintenance,
- unauthorised modifications or repairs by the Customer or by third parties,
- chemical, thermal or mechanical influences outside the agreed conditions of use,
- other circumstances within the Customer's sphere of responsibility.

The statutory provisions on the burden of proof shall remain unaffected.

7.10 Limitation Period

Claims for material defects and defects of title shall become time-barred within 12 months of the passing of risk. This shall not apply to claims based on intent or gross negligence, claims for injury to life, body or health, claims under the German Product Liability Act, claims based on an expressly assumed guarantee, claims based on the fraudulent concealment of a defect, and all cases of mandatory statutory limitation provisions.

7.11 Returns

Returns of products complained of require prior consultation with EKK. If a complaint proves to be unfounded or is based on circumstances within the Customer's sphere of responsibility, EKK shall be entitled to charge the reasonable costs incurred for inspection, handling, transport and storage. Returns sent carriage forward will not be accepted, unless expressly agreed.

7.12 Exclusivity of Rights in Respect of Defects

The Customer's rights in respect of material defects and defects of title set out in this Chapter are exhaustive and exclusive. Further claims, in particular claims for damages or for reimbursement of expenses, shall exist solely in accordance with the liability provisions in Chapter 8.

8. Liability

8.1 Principles of Liability

Unless otherwise provided in these GTC, EKK's liability shall be governed by the statutory provisions. The following provisions shall apply to all claims of the Customer for damages and for reimbursement of expenses, irrespective of the legal basis. This applies in particular to claims based on breach of duty, delay in delivery, impossibility, defects, breach of pre-contractual obligations and tort.

8.2 Liability in Cases of Ordinary Negligence

In cases of ordinary negligence, EKK shall be liable only for the breach of a material contractual obligation (cardinal obligation). Material contractual obligations are those obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose

compliance the Customer may regularly rely.

Compliance with a delivery date shall constitute a material contractual obligation only where the delivery date has been expressly confirmed as binding by EKK and timely delivery is of material significance for the performance of the contract in accordance with the purpose of the contract discernible to EKK at the time of its conclusion. Non-binding delivery time indications, planned dates and expected delivery dates do not constitute a material contractual obligation. In the event of a breach of a material contractual obligation, liability shall be limited to the damage typical for the contract and foreseeable at the time the contract was concluded. In all other respects, liability for ordinary negligence is excluded to the extent permitted by law.

8.3 Maximum Limit of Liability

Liability existing pursuant to Clause 8.2 shall additionally be limited, per damaging event, to twice the net order value of the specific scope of delivery or services concerned or to the sum insured under EKK's relevant public liability or product liability insurance existing at the time the damage occurs, whichever amount is lower.

8.4 Exclusion of Indirect Damage

In cases of ordinary negligence, EKK shall not be liable – subject to Clause 8.9 – for indirect damage and consequential damage, in particular not for production downtime, business interruption, loss of use, production stoppages, loss of profit, lost savings, financing costs, loss of data, damage to reputation or the costs of recall campaigns of the Customer. The foregoing exclusion shall not apply insofar as EKK has culpably breached a material contractual obligation and the damage concerned was discernible at the time the contract was concluded as a typical and foreseeable consequence of the breach of duty. In such case, the limitations of liability pursuant to Clauses 8.2 and 8.3 shall apply.

8.5 Contributory Fault of the Customer

If the Customer has contributed to the occurrence or increase of damage through a breach of its duties to cooperate, to examine, to approve, to inspect, to give notice of defects, to store, to assemble or of any other contractual obligations, the principles of contributory fault (Section 254 BGB) shall apply. This applies in particular to faulty customer specifications, delayed approvals, failure to carry out incoming goods inspections, further processing of products that are identifiably defective, use other than as intended, faulty assembly or maintenance.

8.6 Infringement of Industrial Property Rights

If deliveries or services are based in whole or in part on drawings, specifications, material requirements or other instructions of the Customer and third-party rights are thereby infringed, the Customer shall indemnify EKK against all third-party claims, including the reasonable costs of legal defence, insofar as the Customer is responsible for the infringement. EKK shall inform the Customer without undue delay of any claims asserted and shall give it the opportunity to participate in the legal defence.

8.7 Product Liability and Product Recalls

If safety-relevant product defects become known or authorities order measures with regard to delivered products, the parties shall inform each other without undue delay and shall cooperate in clarifying the facts and in implementing appropriate measures. Liability under the German Product Liability Act and other mandatory statutory provisions shall remain unaffected. The allocation of costs for product recalls or comparable measures shall be governed by the statutory provisions and by the respective responsibility of the parties.

8.8 Liability for Vicarious Agents

The foregoing limitations of liability shall apply to the same extent for the benefit of EKK's corporate bodies, legal representatives, employees and other vicarious agents and persons employed in performing its obligations.

8.9 Mandatory Liability

The foregoing limitations of liability shall not apply:

- in cases of intent or gross negligence,
- in cases of culpable injury to life, body or health,
- in cases of fraudulent concealment of a defect,
- in cases of the assumption of an expressly agreed guarantee,
- to claims under the German Product Liability Act,
- insofar as a limitation of liability is impermissible under mandatory statutory provisions.

8.10 Exclusivity of the Liability Provisions

Claims for damages or for reimbursement of expenses going beyond the provisions of this Chapter shall exist only insofar as mandatory statutory provisions so provide. Only the claims referred to in Clause 8.9 shall remain unaffected.

9. Compliance, Data Protection and Final Provisions

9.1 Compliance

The parties undertake to comply with all statutory provisions applicable to them in the initiation, conclusion, performance and termination of the contractual relationship. In particular, the Customer shall ensure that neither it nor its legal representatives, employees or third parties engaged by it infringe provisions of anti-corruption, antitrust, anti-money-laundering, foreign trade, sanctions, tax or other applicable commercial law.

9.2 Export Control and Sanctions

The Customer undertakes to comply with all applicable export control, foreign trade, customs and sanctions regulations. Products supplied by EKK may not, directly or indirectly, be delivered to states, made available to persons or organisations, used for impermissible end uses or made accessible to third parties, insofar as this would infringe national, European or other applicable export control or sanctions regulations. Upon request, the Customer shall provide EKK without undue delay with all information and evidence required to carry out export control checks. If official authorisation is required for the performance of the contract or if such authorisation is refused, agreed delivery periods shall be extended accordingly. If authorisation is definitively refused or if performance of the contract is impermissible on the basis of mandatory export control regulations, both parties shall be entitled to rescind the contract. Claims for damages are excluded in this respect, insofar as EKK is not responsible for the impossibility.

9.3 Sustainability and Supply Chain Due Diligence

Within the framework of the statutory provisions applicable to them in each case, the parties shall endeavour to comply with the statutory requirements applicable to them in the fields of environmental, occupational, health and human rights protection as well as supply chain due diligence. Insofar as EKK requires corresponding information or evidence on the basis of statutory provisions or contractual obligations towards third parties, the Customer shall provide these upon reasonable request. If the Customer seriously breaches mandatory statutory compliance or due diligence obligations and fails to remedy the breach despite the setting of a reasonable deadline, EKK shall be entitled to terminate the contract for cause or – where applicable – to rescind the contract.

9.4 Data Protection

The parties undertake to comply with the applicable data protection provisions, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). Personal data may be processed only insofar as this is necessary for the performance of the contractual relationship or permitted by law. Insofar as required by law, the parties shall conclude supplementary agreements on the processing of personal data, in particular agreements pursuant to Article 28 GDPR. Each party shall process personal data solely within the scope of its own data protection responsibility. Further data protection agreements shall remain unaffected.

9.5 Confidentiality

The parties undertake to keep secret all technical, commercial and other confidential information that becomes known to them in connection with the business relationship and to use it exclusively for the performance of the respective contract. Confidential information includes in particular technical drawings, CAD data, manufacturing documents, development documents, test reports, calculations, formulations, production parameters, business and trade secrets as well as all commercial information that is not generally accessible. Confidential information may be used exclusively for the initiation and performance of the respective contract. In particular, the Customer may not use or analyse, or have used or analysed by third parties, products, samples, models, prototypes, drawings, CAD data, manufacturing documents, manufacturing parameters or other technical information provided by EKK for the purposes of reverse engineering, re-engineering or the development, manufacture or procurement of competing products or processes. Clause 2.2 shall remain unaffected. Permissible acts within the meaning of Clause 2.2, in particular those relating to the intended use, inspection or further processing of the products delivered in accordance with the contract, shall remain unaffected. Confidential information may be disclosed to employees, advisers, affiliated companies or other third parties engaged by the Customer only insofar as they require the information for the performance of the respective contract and are themselves bound to confidentiality and to use for the designated purpose at least to a corresponding extent. The Customer shall be liable for breaches of duty by such persons in accordance with the statutory provisions. The obligation of confidentiality shall continue beyond the termination of the contractual relationship for as long as the information concerned has neither become generally known nor lawfully publicly accessible. The obligation applies irrespective of the form in which the information was transmitted or stored. The obligations under this Clause shall not apply to information which was demonstrably already lawfully known to the receiving party, which is generally known or publicly accessible without breach of a confidentiality obligation, which was lawfully obtained from a third party entitled to disclose it, or which was independently developed by the receiving party. Statutory, official or judicial disclosure obligations shall remain unaffected. To the extent permitted by law, the party obliged to disclose shall inform the other party in advance and shall limit the disclosure to the extent strictly necessary.

9.6 Force Majeure in the Event of Legislative Changes

If statutory provisions newly introduced or amended after conclusion of the contract, official orders or other sovereign measures result in performance of the contract becoming materially more difficult or economically unreasonable, the parties shall negotiate in good faith an appropriate adjustment of the contract. If an adjustment is not possible or is unreasonable for one of the parties, the rights of the parties shall be governed by the statutory provisions.

9.7 Place of Performance

The place of performance for all deliveries, services and payments shall be – to the extent permitted by law and unless otherwise agreed – EKK's registered office.

9.8 Place of Jurisdiction

If the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction – to the extent permitted by law – for all disputes arising from or in connection with the business relationship shall be EKK's registered office. EKK shall remain entitled to bring an action against the Customer at the Customer's general place of jurisdiction. Mandatory statutory places of jurisdiction shall remain unaffected.

9.9 Applicable Law

All legal relationships between EKK and the Customer shall be governed exclusively by the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

9.10 Form of Declarations

Unless these GTC or mandatory statutory provisions require a stricter form, legally relevant declarations and notifications after conclusion of the contract shall require at least text form. Electronic signatures shall remain unaffected in accordance with the statutory provisions. This applies in particular to the setting of deadlines, notices of defects, declarations of rescission, reduction, termination and other declarations relevant to the contract.

9.11 Severability Clause

Should any provision of these GTC be or become invalid, unenforceable or void in whole or in part, the validity of the remaining provisions shall remain unaffected. To the extent permitted by law, the content of the invalid or unenforceable provision shall be governed by the relevant statutory provisions.

9.12 Continued Validity of Individual Provisions

Provisions of these GTC which, according to their regulatory purpose, are intended to have effect beyond the termination of the contractual relationship shall remain effective after termination of the contract. This applies in particular to provisions on confidentiality, trade secrets, intellectual property rights, retention of title, warranty, liability, export control, data protection, place of jurisdiction and choice of law.

9.13 Entry into Force

These GTC shall apply to all contracts concluded from the date of their entry into force. They replace all GTC previously used by Ernst Kühne Kunststoffwerk GmbH & Co. KG for the respective business division. They shall remain in force until expressly replaced by a new version.