

General Terms and Conditions of Sale of Gebr. Liebisch GmbH & Co. KG, Bielefeld

I. General

1. The following terms and conditions apply exclusively to all deliveries and services provided by us. This also applies to all future transactions of the above type, even if these terms and conditions are not specifically referred to in individual cases.
2. We expressly reject and shall not be bound by any terms and conditions of purchase or other business terms of our contractual partner (hereinafter 'Purchaser'), unless expressly agreed in writing
3. These terms and conditions shall only apply if the Purchaser is acting as an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB).
4. Any written form requirement under these terms and conditions shall be deemed fulfilled if met by text form, including email or other written communication.
5. We expressly reserve our property rights. In particular, the following applies: We reserve property rights, copyrights, and other intellectual property rights to our illustrations, brochures, calculations, and other documents; they may not be made accessible to third parties without our consent.

II. Offers and orders

1. The submission of price lists or catalogs by us is non-binding and does not constitute an offer. All illustrations and figures in our catalogs are non-binding, in particular with regard to the design, size, and color of the products. We reserve the right to make changes to technology and design.
2. Our offers are subject to change. Orders are only binding for us if we confirm them or fulfill them by sending the goods.
3. We reserve the right to make reasonable design changes to the order.
4. When ordering electrical devices, the Purchaser must specify the required current type and voltage.

5. Our specifications regarding the subject matter of performance, purpose of use, etc. (e.g., dimensions, weights, utility values) are approximate; they are descriptions or characteristics and do not constitute guarantees.
6. Statements by our representatives or any verbal information require our written consent to be binding.

III. Delivery, Force Majeure, Acceptance

1. All delivery dates, periods and times are approximate unless expressly agreed in writing as fixed deadlines. Unless otherwise agreed in individual cases, the delivery period shall commence upon dispatch of our order confirmation, but in no case before the customer has provided the services to be rendered by them, e.g., documents, approvals, releases to be procured, and also not before receipt of any agreed down payment.
2. Fixed transactions must be explicitly agreed upon.
3. In the event of delivery delays due to force majeure, riots, strikes, lockouts, raw material shortages, or operational disruptions for which we are not responsible, including those affecting our suppliers, the delivery period shall be extended appropriately, at least by the period until the disruption has been remedied, insofar as the disruption affects the manufacture or delivery of the delivery item.

We shall notify the customer immediately of the beginning and end of such obstacles.

The customer and we also have the right to withdraw from the contract in whole or in part, excluding any claims for compensation, in the event of permanent operational disruptions due to force majeure, riots, strikes, lockouts, depletion of raw materials, or operational disruptions for which we are not responsible, or in the event that we are not supplied or not supplied properly by our suppliers through no fault of our own.

Any services rendered shall be reimbursed immediately in the event of withdrawal.

The contracting party intending to withdraw from the contract in accordance with the above provisions must give two weeks' notice. Permanent operational disruptions within the above meaning can be assumed if the disruption lasts longer than five weeks.

We shall not be liable for delays or non-performance due to force majeure or circumstances beyond our reasonable control, including but not limited to riots, strikes, lockouts, raw material shortages, pandemics (e.g., COVID-19), and operational disruptions affecting ourselves or our suppliers. In such cases, delivery periods shall be extended accordingly, or either party may withdraw from the contract after a reasonable extension period.

4. We reserve the right to timely and correct self-supply. We will also inform the customer immediately of any such obstacles. We are therefore not liable for delayed, omitted, or non-contractual deliveries caused by our suppliers, provided that we are not at fault. This is subject to the condition that we have concluded a specific covering transaction.
5. Compliance with agreed delivery deadlines is an essential contractual obligation of the supplier. Upon expiry of the delivery deadline, the supplier shall automatically be in default.
6. Claims for damages by the customer due to delayed delivery are governed by Section VI (2) (Rights in respect of defects/damages).
7. Delivery shall be made EXW (Incoterms 2020) from our premises in Bielefeld or any other agreed place.

Shipping shall be organized by the supplier and invoiced separately to the purchaser. The transport risk shall pass to the purchaser upon handover of the goods to the carrier, even if we exceptionally undertake delivery free of charge.

8. Transport insurance shall only be taken out at the request of the customer and at their expense.
9. We are entitled to make reasonable partial deliveries. Partial deliveries will be invoiced

at the value of the partial delivery and are to be paid by the customer in accordance with Section V (Payment).

10. Insofar as acceptance is required, our deliveries and services shall be deemed accepted, notwithstanding any other (fictitious) acceptances, if
 - a. the delivery (and, if we owe it, the installation) has been completed,
 - b. we have notified the buyer of the completion in accordance with lit. a and requested acceptance,
 - c. twelve working days have passed since delivery or installation, or the buyer has started using our deliveries and/or services (e.g., has put a delivery into operation or further processed it) and, in this case, six working days have passed since delivery or installation, and
 - d. the buyer has failed to accept delivery within this period for a reason other than a defect reported to us that makes it impossible or significantly impairs the use of the delivery and/or service.

IV. Prices

1. Unless otherwise agreed, all prices are exclusive of all taxes, in particular sales tax and customs duties. These will be invoiced at the rates applicable at the time of invoicing.
2. All prices are quoted ex works Bielefeld (or another location agreed in individual cases, in the case of direct shipment from our supplier's warehouse), unpacked ex works (Incoterm 2020: EXW Bielefeld or, in individual cases, another agreed location).

Freight costs shall be borne by the Purchaser and invoiced separately without deduction. In the case of direct shipment or special procurement, the same applies from the shipper. Packaging is charged at cost price.

3. Unless otherwise agreed, the price stated in the order confirmation shall apply or, if no order confirmation is issued, the price valid at the time of delivery in accordance with our price list.
4. For delivery periods exceeding four months, we reserve the right to adjust prices to

reflect increases in material, labor or other costs occurring thereafter.

5. Our claim to commercial interest on arrears (§ 353 HGB) against merchants remains unaffected.

V. Payment, Offsetting, Rights of Retention

1. If we have already received full payment for an item upon delivery, ownership of the item shall pass to the customer upon delivery, unless otherwise agreed in individual cases.
2. If we make advance delivery—i.e., if the goods are delivered at a time when we have not yet received or have not received in full the payment owed for the goods in question (reserved goods)—the following shall apply in addition:
 - a. We reserve title to all goods delivered by us under retention of title until the purchase price has been paid and, in addition, until all our claims arising from the business relationship, including those from contracts concluded at a later date and regardless of their legal basis—including all contingent liabilities (in particular checks and bills of exchange)—have been paid.
 - b. In the event that the retention of title only becomes valid through entry in certain registers and/or in compliance with other special legal requirements, the buyer undertakes to fulfill these requirements. All costs arising from this shall be borne by the buyer.
 - c. The buyer is entitled to process and resell the goods subject to retention of title in the ordinary course of business, provided that they are not in default of their obligations to us or have suspended payments. In particular, the following applies:
 - (a) The processing or transformation of the goods subject to retention of title shall be carried out for us as the manufacturer within the meaning of § 950 BGB (German Civil Code) without placing us under any obligation. The buyer shall not acquire ownership of the new item by processing or transforming the goods subject to retention of title.
If the goods subject to retention of title are processed, mixed, blended, or combined with other items, we

shall acquire co-ownership of the new item in proportion to the ratio of the invoice value of our goods subject to retention of title to the total value.

The provisions applicable to the goods subject to retention of title shall apply mutatis mutandis to the co-ownership shares arising in accordance with the above provisions.

- (b) The buyer hereby assigns to us the claims arising from the resale or other sales transactions, such as contracts for work and materials, with all ancillary rights, proportionally also insofar as the goods subject to retention of title have been processed, mixed, or blended and we have acquired co-ownership thereof in the amount of our invoice value or the goods have been permanently installed.

Insofar as the goods subject to retention of title have been processed, mixed, blended or permanently installed, we shall be entitled to a first-ranking fraction of the respective claim from the resale corresponding to the ratio of the invoice value of our goods subject to retention of title to the invoice value of the item.

If the goods subject to retention of title are sold by the buyer together with other goods not delivered by us, the buyer hereby assigns to us a first-ranking share of the claim from the resale in the amount of the invoice value of our goods subject to retention of title.

If the buyer has sold this claim within the framework of genuine factoring, he hereby assigns to us the claim against the factor that replaces it.

If the claim from the resale is placed by the buyer in a current account relationship with its customer, the buyer hereby assigns its claims from the current account relationship to us in the amount of the invoice value of the goods subject to retention of title.

The assignment covers not only payment claims, but also claims for surrender, in particular in the event

- that the buyer also resells the goods under retention of title.
- (c) We hereby accept the above assignments.
 - (d) The buyer is entitled to collect the claims assigned to us until we revoke this authorization. The collection authorization shall expire upon revocation, which shall occur in the event of default of payment by the buyer or suspension of payments by the buyer. The same shall apply in the event of a significant deterioration in the buyer's financial circumstances that jeopardizes our claim. In such cases, we shall be authorized by the buyer to inform the customers of the assignment and to collect the claim ourselves.
 - (e) Upon request, the buyer is obligated to provide us with a detailed list of the claims to which the purchaser is entitled, including the names and addresses of the customers, the amount of the individual claims, the invoice date, etc., and to provide us with all information and documents necessary for the assertion of the assigned claims and to allow us to verify this information.
 - (f) Amounts received from assigned claims from the buyer shall be kept separately for us until they are transferred.
- d. The goods under retention of title or assigned claims must not be pledged or assigned as security. We must be notified immediately of any third-party enforcement measures.
 - e. If the value of the securities to which we are entitled exceeds our total claim against the buyer by more than 10%, we shall be obliged to release the excess amount at the buyer's request.
 - f. In the event of default or suspension of payment by the buyer, we shall be entitled to take back the goods subject to retention of title, subject to further legal requirements. We may satisfy our claims from the goods subject to retention of title taken back.
 - g. The buyer shall store the goods subject to retention of title for us free of charge. He shall insure them against usual risks such as fire, theft, and water damage to the usual extent. The buyer hereby

assigns to us his claims for compensation against insurance companies or other parties liable for compensation for damages of the aforementioned type in the amount of our claims. We accept the assignment.

VI. Rights in respect of defects/damages

1. The customer is obliged to carefully examine drafts, preliminary intermediate products made available them for inspection and to report any defects. The complaint must be made in writing. Services performed in accordance with a declared approval shall be deemed to be in accordance with the contract.
2. If we are obliged to remedy defects, we may do so by repair or replacement at our discretion. The place of subsequent performance shall be our registered office. Section 377 of the German Commercial Code (HGB) remains unaffected. Minor, technically unavoidable deviations in quality, color, width, weight, or design do not constitute defects. This also applies to deviations that are customary in the trade.

Replaced parts shall become our property. In the event of rectification of defects, we shall be obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labor, and material costs, insofar as these are not increased by the fact that the purchased item has been taken to a location other than the contractually agreed location; the rights of the buyer under § 439 III BGB (German Civil Code) shall not be restricted by this.

Claims by the buyer for reimbursement of expenses pursuant to § 445a (1) BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c sentence 2, 327 (5), 327u BGB).

Without prejudice to further claims, the customer shall reimburse us for the costs incurred in inspecting and, if requested, remedying the defect in the event of an unjustified complaint.

In addition, the customer shall be entitled to further statutory claims for withdrawal from the contract and reduction in price, provided

that the legal requirements for this are met. Claims for damages shall only exist in accordance with the following provisions.

3. In the event of a culpable breach of a material contractual obligation (so-called cardinal obligation), we shall be liable for damages if the legal requirements are met, but the amount shall be limited to the typically occurring and foreseeable damage, unless otherwise specified below. Cardinal obligations are obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely, as well as obligations whose breach jeopardizes the achievement of the purpose of the contract.

The customer is entitled to claims for damages against us in accordance with the statutory provisions without restriction in the statutory amount if these are caused by us, one of our legal representatives, or vicarious agents and are based on

- a culpable injury to life, limb, or health, or
- an intentional or grossly negligent breach of duty or
- mandatory statutory provisions on liability (e.g., the Product Liability Act or data protection law) or
- the breach of a duty arising from an assumed procurement risk or an assumed guarantee

Further claims for damages against us, our legal representatives, vicarious agents, and assistants are excluded, regardless of their legal basis.

The statutory distribution of the burden of proof remains unchanged.

VII. Limitation period for claims for defects

1. Claims by the customer due to material defects shall become time-barred after one year, unless
 - a. the goods delivered by us are items that have been used for a building in accordance with their normal use and have caused its defectiveness, or
 - b. the defect was fraudulently concealed or is based on an intentional breach of duty by us or our legal representatives or our vicarious agents, or
 - c. the claims are based on a guarantee or procurement risk assumed by us, or

- d. the claims arise from a consumer goods purchase contract with digital elements (Section 475b BGB) or from one or more contracts under Sections 475a, c, and/or Sections 327a-b BGB, but only insofar as the digital elements are affected, or
- e. the subject matter of the contract is a new or newly manufactured movable item to a customer acting as a consumer within the meaning of Section 13 BGB, or
- f. the claims are for damages, or
- g. the claims are subject to Section 445a BGB.

In cases a) to f), the statutory limitation periods apply.

2. In case 1. g), the statutory limitation periods shall also apply if the last contract in the supply chain is a consumer goods purchase within the meaning of § 474 BGB (in particular: the final purchaser buys an item as a consumer from an entrepreneur); otherwise (i.e., without the involvement of a consumer as the final purchaser), the limitation period shall be 14 months.
3. The statutory provisions on suspension, expiry suspension, and the commencement and recommencement of the limitation period shall remain in force.
4. Clause VII. (1)-(3) shall apply mutatis mutandis to defects of title.

VIII. Place of Performance, Jurisdiction, and Governing Law

1. The place of performance shall be our registered office. This shall also apply to the place of subsequent performance.
2. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be the competent courts located in Bielefeld, Germany, provided that the Purchaser is a merchant, a legal entity under public law, or a special fund under public law, or has no general place of jurisdiction within Germany. Notwithstanding the foregoing, we reserve the right to bring an action against the Purchaser at its general place of jurisdiction.
3. This contract shall be governed by the substantive law of Germany excluding its conflict of law rules and the United Nations

Convention on Contracts for the
International Sale of Goods (CISG).

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