

EAW Relaistechnik GmbH General Terms and Conditions

1. General provisions

1.1 These General Terms and Conditions (hereinafter referred to as “GTC”) apply to all current and future business relationships between EAW Relaistechnik GmbH, Dorothea-Erxleben-Strasse 4, 15711 Königs Wusterhausen (hereinafter referred to as “EAW”) and the customer (hereinafter referred to as “Customer”). This version replaces all previous versions that have been agreed in the business relationship between EAW and the Customer.

1.2 The subject of the GTC is the sale of services and goods (hereinafter collectively referred to as “Products”). Prices, conditions, terms of use and technical details will be agreed and regulated in a separate supply contract to which these GTC apply in addition.

1.3 On placing an order with EAW, the Customer accepts the version of the GTC that is valid at the time the order is placed or the service is used. The GTC can be viewed at any time on EAW’s website at www.eaw-relaistechnik.de/agb . Terms and conditions of the Customer or third parties do not apply, even if EAW does not specifically object to them in individual cases. Even if EAW refers to a letter from the Customer that contains or refers to the terms and conditions of the Customer or a third party, this does not constitute any agreement to the applicability of the Customer’s or third party’s terms and conditions.

1.4 EAW is entitled to amend these GTC if such amendment is necessary for the reasonable continuation and fulfilment of the contractual relationship for the following reasons:

- to remedy gaps in the contract if a gap that arises in these GTC after the contract has been concluded gives rise to not inconsiderable difficulties in the fulfilment of the contract (e.g. a court has ruled that a clause is invalid) and this cannot be remedied in any other way; or
- to adapt these GTC to reflect changes in the legislative situation (e.g. changes to the relevant laws or rulings by the highest courts), to the extent necessary to ensure the lawfulness and other legal conformity of these GTC and of performance and consideration; or
- to restore the balance between performance and consideration if unforeseen changes in the framework conditions (e.g. technical regulations) disrupt such balance after the contract has been concluded. This only applies if EAW does not initiate these changes and has no influence over them.

1.5 The Customer will be notified of the amendment at least 6 weeks before the planned entry into force of the GTC in writing or in text form by e-mail.

2. Offers, scope of services and conclusion of contract

2.1 EAW makes non-binding offers to the Customer for the purpose of initiating a contract.

2.2 The contract between EAW and the Customer is formed when EAW accepts the order in writing.

2.3 EAW reserves the right to make changes to the design, choice of materials, specifications and type of construction, if these do not conflict with the order confirmation or the Customer's order specifications. EAW will agree any changes beyond this with the Customer and the contracting parties will confirm these changes in writing.

2.4 EAW holds unrestricted property rights and copyrights of exploitation for all cost estimates, drawings and other documents (hereinafter referred to as "Documents"). The Customer is not permitted to pass these on to its contractual partners or to other third parties.

2.5 EAW is entitled to change the time and place of delivery as well as the type of packaging at any time by written notification with a notice period of at least 7 calendar days before the agreed delivery date.

2.6 Additions and amendments to the agreements made, including these GTC, must be made in writing to be effective. With the exception of managing directors, authorised signatories or sales managers, the seller's employees are not authorised to conclude verbal agreements that deviate from the written agreement. The written form requirement is deemed to have been met if a copy of the signed declaration is sent by telecommunications, fax or e-mail.

3. Delivery and transfer of risk

3.1 Partial deliveries are permissible provided that they are reasonable for the Customer; priority is to be given to prior agreements.

3.2 Information on the delivery time is provided to the best of EAW's knowledge; the delivery time may be extended by a reasonable period if the Customer delays or fails to cooperate as required or agreed.

3.3 EAW is not liable for impossibility of delivery or for delays in delivery if these are due to force majeure or other events that were unforeseeable at the time the contract was concluded (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, difficulties in procuring necessary official permits, official measures or the failure of suppliers to deliver at all, or to deliver correctly or on time) for which EAW is not responsible. If such events make it significantly more difficult or impossible for EAW to provide the delivery or service and the impediment is not only of a temporary duration, EAW is entitled to withdraw from the contract. In the event of temporary impediments, the delivery or performance periods are extended, or the delivery or performance dates are postponed by the period of the impediment plus a reasonable start-up period. If the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by submitting a written declaration to EAW without delay. If the Customer requests changes to ordered Products, the delivery period will also be extended by a reasonable period.

3.4 The price and performance risk is transferred to the Customer when the delivery item is handed over (with the start of the loading process being decisive) to the freight forwarder, carrier or other third party designated to ship the goods. This also applies if partial deliveries are made or EAW has agreed to provide additional services (e.g. shipping or installation). The delivery is insured against the usual transport risks at the Customer's request and cost. If shipment, delivery, the start or performance of assembly or installation, commissioning or trial operation is delayed for reasons for which the Customer is responsible, or if acceptance

is delayed for other reasons, the risk passes to the Customer at the time such delay in acceptance or delay in performance occurs.

3.5 Order confirmations, shipping documents and invoices must include the order number, article number, delivery quantity and delivery address. Should one or more of these details be missing and should this cause a delay in processing by EAW in the ordinary course of business, the delivery times are extended by the period of the delay.

3.6 If EAW is responsible for a delay, the Customer can – provided it can credibly demonstrate that it has suffered loss as a result – demand compensation of 0.5% for each full week of delay, but in total no more than 30% of the price of that part of the deliveries that could not be used for its intended purpose due to the delay. Any further claims for damages due to delayed delivery or claims for damages in lieu of performance are excluded, even after the expiry of a set deadline for delivery.

3.7 If the Customer does not take delivery of the Products in good time, EAW is entitled to charge storage costs of 0.25% of the invoice amount for the delivery items to be stored for each full week. The assertion and proof of further or lesser storage costs remain reserved.

4. Technical parameters, test methods and operating conditions

4.1 The technical parameters given in the data sheets apply only in connection with EAW's standard test methods and equipment and refer to the condition of the Products upon delivery. Differences in the measurement results are possible if test procedures other than those carried out by EAW are used.

4.2 The Customer is responsible for adapting the Products and verifying that they are suitable for the intended use. No liability is accepted for Product mismatch or use of the Products outside the specified technical parameters. EAW does not provide any warranty for Products delivered to the Customer that have been stored by the Customer for more than one year (this period may be shorter if the environmental conditions do not correspond to the parameters of the Products).

5. Prices, payment terms, invoice details

5.1 Prices are ex works and exclude packaging and other shipping and transport costs and are subject to the statutory rate of VAT. Packaging will only be taken back if EAW is legally required to do so.

5.2 Payments must be made to EAW's designated account. Cheques and bills of exchange are not accepted.

5.3 The minimum order value per individual order is €100.00. For this purpose, it is not relevant if the total amount of several individual orders exceeds the minimum order value.

5.4 If EAW provides installation or assembly services and no other arrangements have been made, the Customer is liable for all necessary incidental expenses such as travel and transport costs and allowances, in addition to the agreed fee.

5.5 Invoices are payable within 30 calendar days of the invoice date. Prepayment is required for new Customers and Customers outside of Germany.

5.6 If there are more than 3 months between the conclusion of the contract and delivery, and EAW is not responsible for the delay in delivery, EAW may increase the price appropriately, taking into account any increases in material, labour and other incidental costs.

5.7 Any additional costs incurred as a result of changes requested by the Customer will be charged to the Customer.

5.8 The Customer is in default as soon as it fails to pay the invoice by the due date. Subject to the assertion of further claims, EAW can demand interest at a rate of 9% above the applicable base interest rate from the first reminder.

6. Retention of title and right of retention

6.1 EAW retains ownership of the delivered Products until all claims arising from the business relationship with the Customer, regardless of their legal basis, have been settled.

6.2 EAW undertakes to release the securities to which it is entitled in accordance with the above paragraph at the Customer's request if the realisable value of the claims to be secured is exceeded by more than 15%; EAW is entitled to select the Products to be released.

6.3 The Customer is not entitled to transfer ownership of these Products by way of security or to pledge them, but is entitled to resell the reserved goods in the ordinary course of business. Upon conclusion of the contract, the Customer assigns to EAW the claims arising from this against its business partners. EAW accepts the assignment.

6.4 If the Products are processed or finished by the Customer, the retention of title also extends to the entire new item. EAW acquires co-ownership of the new item in the ratio of the invoice value of the reserved goods to the ratio that the invoice value of the Customer's Product corresponds to the Product supplied by EAW.

6.5 The Customer must notify EAW immediately in writing if the Customer becomes the subject of insolvency proceedings or if the Customer becomes aware that a third party has filed for insolvency proceedings against the Customer or if a third party gains access (e.g. by attachment) to Products owned by EAW.

6.6 EAW is entitled to assert the rights of retention of title without withdrawing from the contract.

6.7 The Customer has no rights of set-off or retention unless the claim for set-off is undisputed or has been legally established as final and absolute.

7. Claims for defects

7.1 The warranty period is 1 year from delivery or, if acceptance is required, from the date of acceptance.

7.2 The Customer must document the receipt of the goods, the performance of the incoming goods inspection and the exact times of these. The documentation must be provided to EAW on request in order to enable EAW to prove compliance with its own obligations to report defects promptly to its third-party suppliers. At the request of EAW, a delivery item which is the subject of a complaint must be returned to EAW carriage paid.

7.3 The delivery items must be carefully inspected immediately after delivery to the Customer or to the third party designated by the Customer. Obvious defects that would have been

As of February 2025

detected during a careful inspection are considered accepted by the Customer if EAW does not receive a written complaint within 7 working days of delivery.

7.4 With regard to other defects, the delivery items are deemed to have been approved by the Customer if the complaint is not received by EAW within 7 working days of the time at which the defect became apparent. If the defect was already apparent at an earlier point in time during normal use, this earlier point in time is decisive for the start of the notice period. If the complaint is justified, EAW will reimburse the costs for the most cost-effective shipping method; this does not apply if the costs are higher because the delivery item is located at a different site than the site of intended use.

7.5 The Customer may not refuse to accept deliveries due to minor defects.

7.6 The warranty becomes void if the Customer modifies the delivery item or has it modified by a third party without the consent of EAW, and this makes the rectification of defects impossible or unreasonably difficult. In any case, the Customer must bear the additional costs of remedying the defect that arises as a result of the modification.

7.7 Any Products or services that have a significant material defect shall, at EAW's discretion, be repaired, replaced or resupplied free of charge, provided that the cause of the defect already existed at the time of the transfer of risk. Further claims by the Customer are excluded, unless they result from the assumption of a guarantee.

7.8 The Customer may only withhold payments if there are no doubts as to the validity of a complaint. If the complaint is justified, the Customer may only withhold payments that are in reasonable proportion to the material defects occurred. The Customer has no right of retention if the claims for defects are time-barred. If a complaint is unjustified, EAW is entitled to demand compensation from the Customer for the expenses incurred. Claims for defects become time-barred 1 year after delivery of the purchased item.

8. Liability

8.1 EAW is liable for damages in the event of intent or negligence resulting in loss of life, limb or health, in the event of fraudulent concealment of defects, for claims based on the Product Liability Act and guaranteed characteristics.

8.2 The Customer's claims for damages arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by EAW or its agents become time-barred in accordance with the statutory provisions.

8.3 EAW is not liable for the breach of non-essential contractual obligations in the event of simple negligence on the part of its governing bodies, legal representatives, employees or other agents. Essential contractual obligations include the obligation to deliver the purchased item on time, as well as the absence of legal defects and material defects that significantly impair functionality or usability. This also applies to advisory, protective and custodial obligations that are intended to enable the contractual use of the purchased item or to protect the buyer's staff or property from significant harm.

8.4 If EAW is liable for damages, this liability is limited to foreseeable damages that are typical for the contract.

Indirect and consequential damages resulting from defects in the purchased item are only eligible for compensation if such damages can typically be expected when the delivery item is used as intended.

As of February 2025

8.5 In the event of liability for simple negligence, EAW's liability for property damage and any resulting financial losses is limited to €10,000 per claim, even if the claim involves a breach of material contractual obligations.

8.6 The above exclusions and limitations of liability apply to the same extent in favour of the governing bodies, representatives, employees and other agents of EAW.

8.7 If EAW provides technical information or advice, liability is excluded if this information or advice is not part of the contractually agreed scope of services.

9. Data protection

9.1 The data protection provisions for the operation of the EAW homepage are set out in the currently valid version of the Privacy Policy, available at <https://www.eaw-relaistechnik.de/>. Additional information on any data collection or data processing operations carried out by EAW is provided in separate privacy policies.

9.2 If the Customer transmits personal data, it ensures that it is authorised to do so, in particular for the purpose of data processing by EAW in connection with the fulfilment of this contract. The Customer ensures that the data subjects are duly informed about the data processing.

10. Miscellaneous

10.1 The laws of the Federal Republic of Germany apply. The provisions of the UN Sales Convention and statutory provisions referring to another legal system do not apply. If these GTC have been translated into languages other than German, only the German version is binding for EAW and the Customer.

10.2 There are no verbal ancillary agreements and supplements at the time of the conclusion of the contract. Any ancillary agreements, amendments or supplements must be made in writing to be effective. Any waiver of the written form requirement must also be made in writing. Written form within the meaning of the GTC is also maintained by e-mail.

10.3 The place of fulfilment is Königs Wusterhausen. The place of jurisdiction for disputes arising from or in connection with the contractual relationship between EAW and the Customer is Königs Wusterhausen.

10.4 Should any provision of these GTC be or become invalid, the validity of the remaining provisions remains unaffected.

10.5 The Customer agrees to the above conditions and undertakes to inform the other authorised users before first using the services to be provided by EAW, to bring these GTC and any amendments to these GTC to the attention of the other authorised users in an appropriate manner and to ensure that the authorised users comply with the above conditions.