

General Terms and Conditions for Sales and Services

of C. Otto Gehrckens GmbH & Co. KG
Gehrstücken 9, D-25421 Pinneberg
(“GSSTC”)

1. General Conditions, Scope of Application, Written Form Requirement, Assignment

1.1. These General Terms and Conditions for Sales and Services (“GSSTC”) shall apply to all our business relationships with our customers (“**Purchasers**”) and shall form an integral part of all our contract offers and conclusions. Our GSSTC shall be applicable only if the Purchaser is an entrepreneur within the meaning of Section 14 BGB [German Civil Code], a legal person under public law or a special fund under public law.

1.2. Our GSSTC shall apply to the exclusion of any other terms and conditions; they shall also apply to all future transactions with the Purchaser. Conflicting or supplementing terms of the Purchaser or third parties or terms of the Purchaser or third parties which deviate from our GSSTC shall not be accepted by us, unless we have given our explicit and written consent to their applicability. This approval requirement shall apply in any case, i.e. it shall, for instance, also apply if we carry out the delivery without any reservations in awareness of the Purchaser’s general business terms and conditions.

1.3. Our GSSTC shall particularly apply to contracts about the sale and/or delivery of movable items (“**Goods**”) and services relating thereto, irrespective of whether we produce the Goods on our own or purchase them from vendors. Unless explicitly otherwise agreed upon, the GSSTC shall, as master contract, also apply to similar future contracts in the version effective at the time of order placing on the part of the Purchaser or, as the case may be, in the version most recently communicated to the Purchaser in text format, even if we do not explicitly refer to them in each individual case.

1.4. Individual agreements made with the Purchaser in individual cases (including ancillary agreements, amendments and changes) shall have priority over these GSSTC. Subject to proof to the contrary, a written contract or our written confirmation resp. shall be decisive with respect to the content of such agreements.

1.5. An assignment of claims asserted towards us to third parties shall be excluded. Section 354 a HGB [German Commercial Code] shall remain unaffected.

2. Information, Advice, Changes of Goods or Services

2.1. Technical information and advice in connection with our deliveries and services shall be rendered on the basis of our previous experience. Indicated parameters and performance data, if any, shall represent non-individualised and only approximately decisive average figures determined in tests under standard laboratory conditions or, as the case may be, shall be based on specifications of manufacturers on primary products.

2.2. If we render such technical information or advice and such information or advice does not belong to the contractually agreed scope of goods and services explicitly owed by us, it shall be rendered without charge and to the exclusion of any liability.

2.3. Moreover and subject to an explicit agreement, we shall not assume any obligation concerning a strict adherence to such parameters, performance data or application possibilities. In particular, any statements made by us in this context (e.g. weights, dimensions, practical values, resilience, tolerances

and technical data) as well as presentations submitted by us in this respect (e.g. drawings and illustrations) must not be regarded as promised or warranted characteristics or objective quality requirements of the Goods, as defined in Section 434 (3) BGB [German Civil Code].

2.4. Deviations usual in the trade and deviations made due to legal requirements or representing technical improvements as well as replacements of components by equivalent components shall be admissible, unless such measures have an adverse effect on the suitability for the purpose that needs to be contractually agreed upon separately, where appropriate.

3. Offers, Contract Conclusion, Copyrights

3.1. Our offers shall be subject to change and non-binding, unless explicitly identified as binding or linked to a specific period of acceptance. This shall also apply if we have provided the Purchaser with catalogues, technical documentations (e.g. drawings, plans, calculations, computations, references to DIN standards), other product descriptions or documents, including documents in electronic format. The presentation of Goods in our online presence and in the online shop shall not represent a legally binding offer, but a non-binding invitation to the customer to submit offers (*invitatio ad offerendum*).

3.2. After the Purchaser has placed an order or sent an offer or request, a contract shall come into being upon our written order confirmation only (text format and email shall be sufficient) or upon our execution of the delivery or service. In the event that orders, offers or requests of the Purchaser fail to be confirmed or executed within a period of fourteen days after their receipt, they shall be deemed to have been rejected. If our order confirmation deviates from the order, offer or request of the Purchaser, our order confirmation shall be decisive, unless the Purchaser objects to the order confirmation within seven working days after its receipt.

3.3. With respect to the legal relationship between us and the Purchaser, the contract concluded at least in text format, including these GSSTC, shall be exclusively decisive. Our oral statements and confirmations prior to contract conclusion (particularly technical descriptions and other information in offers, prospectuses in the Internet and other information) shall not have a legally binding effect, and oral agreements between the contracting parties shall be superseded by the written contract, unless it can explicitly derived from such agreements that they continue to be binding.

3.4. Changes of orders shall be subject to a change agreement to be concluded in at least text format and shall be possible in exceptional cases only and, in addition, only if production has not yet begun. Costs, if any, resulting from order changes desired by the Purchaser shall be borne by the Purchaser.

3.5. We shall reserve ownership and copyrights to quotation documents, illustrations, drawings, calculations and other documents. They must not be made accessible to third parties, unless we have granted the Purchaser our explicit written consent (text format sufficient).

4. Delivery Conditions, Delivery Term, Packaging, Quantity Deviations, Tools

4.1. Unless otherwise provided for in the order confirmation, deliveries shall be carried out according to the Incoterm "EXW" (Incoterm Codes 2020).

4.2. Deadlines and terms for deliveries and services indicated by us always have to be considered as estimations only, unless a fixed term or a fixed date has explicitly been confirmed or agreed upon. As far as a shipment has been agreed upon, delivery terms and dates shall refer to the date of delivery to the freight forwarder, carrier or other third party entrusted with transport services.

4.3. As a precondition of the start of a delivery and service period that might have been indicated by us, any and all technical issues must have been clarified and the Purchaser must have fulfilled its obligations properly and in due time.

4.4. Irrespective of our rights arising from a delay of the Purchaser, we may request the Purchaser to accept an extension of delivery and service periods as well as a postponement of delivery and service dates by the period during which the Purchaser fails to meet its contractual obligations towards us.

4.5. In the absence of precise agreements in this respect, type and route of a shipment and as well as packaging shall be subject to our due discretion. Packaging shall be charged at cost prices. The take-back obligations applicable to us according to packaging laws shall be fulfilled by involving our system operators, while euro pallets and lattice boxes shall be taken back by ourselves.

4.6. In case of customised Goods, excess or short deliveries up to 10 % of the quantity agreed upon shall be admissible against corresponding adjustment of the purchase price.

4.7. In view of the design work performed by us, tools and moulds produced for the manufacturing of Goods by us or on our behalf shall continue to be our sole property, even if the costs for their production shall be borne by the Purchaser either in whole or in part.

4.8. Unless otherwise agreed upon, our Goods shall be destined for processing in the Purchaser's own plant.

5. Prices, Terms of Payment

5.1. Unless explicitly otherwise provided for, the prices indicated by us shall be prices in the Euro currency ex works without packaging; statutory V.A.T. or other sales taxes or other national taxes valid in the Purchaser's country shall not be included in our prices. Packaging costs and statutory V.A.T. shall be separately indicated in the invoice on the day of invoicing; any additional taxes shall be borne by the Purchaser and, where applicable, shall be charged by us in addition.

5.2. In the event that public levies relating to the import or distribution of the Goods or the provision of services are increased or introduced between the date of contract conclusion and the date of delivery or service, we shall have the right to rescind the respective contract.

5.3. If we have submitted an unbinding cost estimate for our services, we shall give the Purchaser immediate notice if, during the period of service provision, it turns out that the order cannot be executed without exceeding the cost estimate to a considerable degree. A cost estimate shall be deemed to have been considerably exceeded if the remuneration indicated in the cost estimate is exceeded by more than 10 %.

5.4. Unless otherwise agreed upon or indicated in the invoice, purchase price payments shall be made net in cash within 30 days or via remittance. They shall be deemed to have been made on the day when the amount becomes freely available to us. The risk relating to payment methods shall be borne by the Purchaser.

5.5. Other kinds of payment shall be subject to a specific agreement to be made in text format, at least. Any costs incurred by the parties shall be borne by the Purchaser.

5.6. A cash discount may be granted only if any and all payment obligations arisen from former services have been fulfilled. No cash discount shall be granted on COD shipments.

5.7. A set-off by the Purchaser against other counterclaims than those accepted by us, being undisputed or established against us with legal effect shall be excluded. Retention rights may be asserted against us only if they are based on claims arising from the same contractual relationship or on a plea of non-performance of the contract. In the event of defective deliveries, the opposing rights of the Purchaser shall remain unaffected.

5.8. If the Purchaser is in delay of payments, we shall be entitled to claim delay interest at a rate of 9 percentage points above the basis interest rate. The assertion of further damage and of the lump-sum compensation according to Section 288 (5) BGB [German Civil Code] shall be reserved.

5.9. In the event of justified doubts concerning the Purchaser's solvency or creditworthiness, particularly in case of a delay of payments, we shall be entitled to revoke granted payment periods, if any, and to request advance payments or securities for future deliveries and services.

6. Duty to Deliver and Duties to Cooperate

6.1. The scope of our delivery obligation shall exclusively be derived from the concluded contract and these GSSTC. Changes in design, form and colour based on an improvement of technology or upon the requests of the legislator shall be reserved, unless the changes are significant or otherwise unreasonable for the Purchaser.

6.2. We shall be entitled to carry out partial deliveries if the partial delivery can be used by the Purchaser within the framework of the contractual purpose, delivery of the outstanding Goods is ensured and no significant extra or additional costs arise for the Purchaser (unless we express our willingness to assume such costs).

6.3. Delivery periods or dates shall in any case be indicated or agreed upon subject to the contractual cooperation of the Purchaser. The proper fulfilment of the Purchaser's obligations in due time shall be a precondition for our compliance with our delivery obligation.

6.4. In the event that, without any fault on our part, we are not or not properly time provided with the required primary products although we placed congruent orders for (primary) products with reliable suppliers, we shall be exempted from our duty to deliver and may rescind the contract. In this case, we shall give the Purchaser immediate notice that the delivery item is not available or not available in due time or, as the case may be, that the pre-delivery fails to be available and exercise our right of rescission. The Purchaser, too, may rescind the contract as a result of this information. In case of a rescission, a consideration, if any, already received by us shall be reimbursed immediately. The onus of proof that a breach of duty in connection with the procurement of the delivery item is due to a fault on our part shall lie with the Purchaser.

6.5. If, after contract conclusion, it turns out that the Purchaser fails to ensure its solvency to a sufficient degree and our claim for payment is at risk, we shall be entitled to refuse delivery until the Purchaser has made the payment or provided the respective security. If the payment or the provision of a security fails to be made within 12 working days after request to this effect, we shall be entitled to rescind the contract.

6.6. If the Purchaser is in default with the call, acceptance or collection or if a delay in shipment or delivery is due to a fault by the Purchaser, we shall - irrespective of any further claims - be entitled to request a lump sum in the amount of customary local warehousing costs, irrespective of whether we store the Goods with us or with a third party. The Purchaser shall be free to provide evidence that no damage or a lower damage occurred.

7. Delivery and Performance Obstacles, Delays in Delivery

7.1. Force majeure events, i.e. external, unforeseeable and/or uncontrollable events which cannot even be prevented or avoided by utmost care (e.g. Acts of God, war, terrorism, labour disputes, pandemic and epidemic events, lack of raw materials or energy, disruptions in business and traffic, decrees or rulings from higher authorities) and prevent or delay shipments of Goods or provisions of our services or make them economically unreasonable shall exempt us from our delivery and performance duty for the period and to the extent of the disruption. If such event lasts longer than three months, we as well

as the Purchaser shall be entitled to rescind the contract. Any further claims due to non-compliance with the delivery period without any fault on our part shall be excluded.

7.2. In the event of a partial or complete loss or our supply sources as a result of force majeure, as defined above, we shall not be obliged to buy from other upstream suppliers. In this case, we shall be obliged to distribute the existing inventory of Goods by taking due account of our delivery duty and our own consumption requirements.

7.3. An occurrence of our delay in delivery or performance is defined in statutory provisions; in any case, a reminder by the Purchaser in text format shall be necessary. In the event that we are in delay in delivery or performance or if, for whatever reason, a delivery or performance is impossible for us, our liability, if any, shall be limited to damages according to clause 11 of these GSSTC. Our statutory rights, particularly in case of an exclusion of the duty to deliver, shall be unaffected.

8. Place of Performance

Place of performance for any and all obligations arising from the contractual relationship shall be the place of our registered office.

9. Notice of Defects

9.1. Our consignments have to be carefully inspected immediately after delivery to the Purchaser or a third party designated by the Purchaser - particularly, however, **prior to any mixing, blending, processing or installation, if any**. Consignments with apparent defects or other defects which could have been detected in case of an immediate careful inspection shall be deemed to have been accepted by the Purchaser, unless we receive a written notice of defects (text format sufficient) within five working days after delivery. As far as other defects are concerned, Goods shall be regarded as accepted by the Purchaser, unless we receive a notice of defects within five working days after the date when the defect became apparent; if, however, the defect could have been identified by the Purchaser in the usual course of utilisation already at an earlier time, such earlier time shall be decisive for the commencement of the complaint period. This shall also apply if the Purchaser is an entrepreneur as defined in Section 14 BGB [German Civil Code] and the order is placed in the exercise of a commercial or self-employed professional activity. In case of partial deliveries, the preceding regulation shall apply to every individual partial quantity.

9.2. To the extent that an acceptance process is necessary or has been agreed upon for services rendered by us, the Purchaser shall inspect the services provided by us directly and without any delay upon delivery and assert its complaints concerning the scope of delivery, its condition or quality immediately. Our performance shall be deemed to have been accepted as free from defects, unless the Purchaser gives notice of quality defects in text format no later than within five working days after service provision. The uncontested use of our services or the payment by the Purchaser shall be regarded as acceptance. The costs for an acceptance shall be borne by the Purchaser.

9.3. In the written notice of defects (text format sufficient), the Purchaser has to specify the type and extent of a defect in detail.

9.4. A notice of defect shall not entitle the Purchaser to retain any payments having become due or to refuse acceptance of further deliveries.

9.5. If the Purchaser fails to carry out the proper inspection and/or to give notice of defects according to the principles indicated above, our liability for defects that failed to be reported or to be reported in due time or properly shall be excluded. In case of Goods intended to be integrated, fixed or installed, this shall also apply if the defect became apparent as late as after performance of processing measures due to a violation of one of these duties; in this case, the Purchaser shall particularly not be entitled to assert claims for compensation of respective costs ("installation and de-installation costs").

10. Warranties, Warranty Period, Claims for Defects

10.1. Warranties shall exclusively be assumed by us within the framework of explicit and written agreements included in individual contracts.

10.2. The statutory warranty period for new Goods shall be limited to one year after transfer of risks, but no later than after delivery, unless mandatory statutory regulations provide for a longer limitation period; this shall also apply to the limitation period for recourse claims in the supply chain. The suspension of the limitation period according to Section 445b (2) BGB [German Civil Code] shall be unaffected; the limitation period shall expire no later than five years after the date of our delivery to the Purchaser. These provisions on limitation periods for recourse claims and suspensions of the limitation periods shall not apply if the last contract in this supply chain deals with a purchase of consumer goods.

10.3. The aforementioned limitation periods of the sales law shall also apply to contractual and non-contractual claims for damages of the Purchaser which are based on a defect of the Goods, unless the application of the prescribed statutory limitation period according to Sections 195, 199 BGB [German Civil Code] would result in a shorter limitation period in the individual case. Claims for damages of the Purchaser according to clauses 11.1 and 11.7 as well as those according to the product liability act shall exclusively be time-barred according to statutory limitation periods.

10.4. Advices, if any, given by us to the best of our knowledge with respect to application technology shall be unbinding and shall not exempt the Purchaser from its duty to inspect each individual delivery with regard to its suitability for the intended use prior to performing any processing activity. The Purchaser shall bear exclusive responsibility for the application, use and processing of Goods delivered by us as well as for compliance with applicable safety regulations.

10.5. To the exclusion of further claims, we shall assume liability for **material defects** of the Goods - subject to clause 11 below - as follows:

10.5.1. To the extent that a certain quality of the Goods has been agreed upon, objective requirements for the Goods shall not be applicable.

10.5.2. Subject to a proper inspection and notice of defect, all parts or components which prove to be defective as a result of circumstances occurred prior to a transfer of risks shall be subsequently improved by us at our discretion or replaced by defect-free parts or components; replaced parts or components shall become our property. In this context, we shall be entitled to make the subsequent performance to be carried out by us dependent on the fact that the Purchaser pays the due purchase price. The Purchaser, however, shall have the right to retain a portion of the purchase price that is reasonable in view of the defect.

10.5.3. After appropriate consultation, the Purchaser shall grant us the required time and opportunity to carry out any subsequent improvements and replacement deliveries regarded as necessary by us; otherwise, we shall be exempted from any liability for consequences resulting therefrom.

10.5.4. The Purchaser's right to eliminate the defect on its own or to have it eliminated by third parties and claim compensation of expenditures incurred by it shall only exist in urgent cases if and when the Purchaser's operational safety is at risk or, as the case may be, for preventing a disproportionately high damage; in these cases, we must be given immediate notice.

10.5.5. If the notice of defect is justified, we shall bear the expenditures required for subsequent performance to the extent that this does not result in a disproportionate burden. If expenditures are increased because the Purchaser carried the Goods to a place other than the place of performance after delivery, any extra expenses resulting therefrom shall be borne by the Purchaser. In case of a sale of a newly manufactured item, we shall - to the extent of our statutory, non-waivable obligations - also reimburse the expenses incurred by the Purchaser within the framework of recourse claims in the supply chain. We may, however, request the Purchaser to reimburse any costs arising from an unjustified request for rectification of defects if the Purchaser was actually aware or could have been aware of the fact that there was no defect.

10.5.6. Within the framework of statutory requirements, the Purchaser shall be entitled to rescind the contract if we, taking due account of the exceptions provided for by law, fail to rectify a defect or to replace a defective item within a reasonable period granted to us. If the defect is insignificant, the Purchaser shall only be entitled to reduce the contract price. In any other respect, a right to reduce the contract price shall be excluded.

10.5.7. Further claims must exclusively be based on clause 11 of these terms and conditions.

10.5.8. If the Purchaser or a third party rectifies a defect improperly, we shall not assume liability for any consequences resulting therefrom.

10.6. To the exclusion of further claims, we shall assume liability for **defects of title** of the Goods - subject to the clause 11 hereinafter - as follows:

10.6.1. If the use of the Goods results in an infringement of industrial property rights or copyrights, we shall, in principle and at our own expense, either obtain the right for the Purchaser to continue to use the Goods or modify the Goods in a manner reasonable for the Purchaser so that the infringement ceases to exist. If this approach is not possible at economically reasonable conditions or within a reasonable period of time, the Purchaser shall be entitled to rescind the contract. In case of the aforementioned conditions, we, too, shall have the right to rescind the contract. In addition, we shall indemnify and hold the Purchaser harmless with respect to undisputed claims or claims established with legal effect on the part of the respective property right owners.

10.6.2. With respect to an infringement of property rights or copyrights, our obligations set forth in clause 10.6.1 shall be final subject to the following clause 11. They shall be applicable only if

- the Purchaser gives us immediate notice of the alleged infringement of property rights or copyrights;
- the Purchaser assists us to an adequate extent in the defence against the asserted claims or, as the case may be, enables us to carry out the modification measures according to clause 10.6.1;
- all defence measures, including extrajudicial settlements, remain reserved to us;
- the defect of title is not based on instructions given by the Purchaser and in other respects, too, the latter is not at fault in this context, and
- the infringement of rights does not result from the fact that the Purchaser changed the Goods in an unauthorised manner or used them contrary to the contract.

10.7. The rights of the Purchaser resulting from any warranties separately given by us shall be unaffected.

10.8. The Purchaser shall not be entitled to derive any further rights from defects having no effect or only an insignificant effect on the value and suitability of the Goods. In particular, no warranty is assumed in the following cases, unless they occur due to a fault on our part:

Inappropriate or improper use; faulty structural design of the delivery item on the part of the Purchaser; faulty installation by the Purchaser or third parties; natural wear / usual wear and tear; faulty or negligent handling; faulty, improper or too long storage; inappropriate operational conditions (temperatures, pressures, media) imposed upon the delivery item; electrochemical or electric influences.

10.9. Claims for compensation of costs by the Purchaser shall be excluded, unless the last contract in the supply chain dealt with a purchase of consumer goods or was a consumer contract about the provision of digital products. In case of a company recourse (Section 445a BGB [German Civil Code]) it shall moreover be assumed that there were no defects at the time of risk transfer to the Purchaser if the Purchaser made an inspection as required and did not give us notice of defects, unless this assumption is incompatible with the kind of item or defect.

10.10. If the Purchaser asserts recourse claims, the Purchaser shall, vis-à-vis us, be required to tolerate being treated as if he had implemented any and all contractual possibilities permitted by law towards its contract partner (e.g. refusal of subsequent performance due to disproportionality or limitation of compensation of costs to a reasonable amount).

10.11. With respect to second-hand goods and Goods sold as goods which, as agreed, fail to comply with specifications ("off-grade"), any kind of warranty shall be excluded; in case of defects, we shall assume liability only if a warranty was explicitly granted.

11. Liability

11.1. To the extent that the issue of culpability is of importance, our liability for compensation of damage shall irrespective of the legal ground be limited according to this clause 11.

11.2. In the event of ordinary negligence by our bodies, statutory representatives, employees or other persons employed in the performance of our obligations, we shall not assume any liability, unless material contractual obligations were infringed. Material contractual obligations shall, in particular, be obligations the proper fulfilment of which is essential for a due performance of the contract and the fulfilment of which may regularly be relied on and is actually relied on by the Purchaser.

11.3. If we are liable for damage compensation on the merits pursuant to clause 11 (2), our liability shall be limited to the damage foreseen by us at the time of contract conclusion as potential consequence of a contractual infringement or to the damage we would have been able to foresee when exercising due care and attention. Moreover, indirect damage and consequential damage as a result of defective Goods shall be eligible for compensation only if the kind of damage can be typically expected in case of the intended use of the delivery item.

11.4. In the event of a liability for ordinary negligence, our compensation duty for property and pecuniary damage shall be limited to an amount of EUR 10,000,000 per claim even if material contractual duties were infringed.

11.5. The aforementioned liability exclusions and limitation shall apply to the same extent to the favour of our bodies, statutory representatives, employees and other persons employed in the performance of our obligations.

11.6. If we render advice with respect to application technology and such advice or consultation does not form part of the scope of services owed by us and explicitly agreed upon in a contract, advice shall be rendered without charge and to the exclusion of any liability.

11.7. The limitations set forth in this clause 11 shall not apply to our liability due to intentional behaviour (particularly in the event of a fraudulent concealment of a defect), for warranted features, due to an infringement of life, body or health or according to the product liability act.

12. Export Control

12.1. We are committed to complying strictly with international sanctions and export control regulation. Such regulation *inter alia* include trade restrictions and financial sanctions resolved by the United Nations Security Council or put into effect by regulations of the European Union, the United States of America (USA) or another national or regional organisation having jurisdiction over us, including our affiliated companies, as defined in Sections 15 et seqq. AktG [German Companies Act], and our employees irrespective of their whereabouts (hereinafter: Export Control Regulations).

12.2. The Purchaser shall comply with Export Control Regulations. In particular, the Purchaser shall be obliged to refrain from any transactions with persons, organisations or institutions entered in a sanctions list according to EC-regulations or US export regulations or contradicting the currently effective statutory provisions, from transactions with embargo states which are forbidden and

transactions for which the necessary permit is not in place as well as transactions which could be made in connection with NBC weapons or a final use by armed forces.

12.3. The Purchaser shall give us prior notice and provide us with any and all information (including information about final whereabouts) that is required for our compliance with Export Control Regulations, particularly if our Goods or other services are ordered for a use in connection with

- a country or a territory, a natural or legal person that/who is subject to the restrictions and prohibitions according to export control and sanction regulations of the EU, the USA or another union or country, or
- the construction, development, production or use of military or nuclear goods, chemical or biological weapons, missiles, spacecraft or aircraft applications and associated support systems.

12.4. Upon request, the Purchaser shall provide us with any and all information for the licensing process with the Federal Office for Economy and Export Control (BAFA) that might be required for an export licence.

12.5. The fulfilment of contractual obligations by us shall be subject to the fact that a fulfilment is not in contradiction with applicable Export Control Regulations. In such a case, we shall particularly be entitled to change orders even after having confirmed them or to revoke a confirmation and to refuse or suspend the fulfilment of the contract without assuming any liability towards the Purchaser or to rescind the contract.

12.6. In the event that the Purchaser infringes one of the preceding obligations, we shall be entitled to rescind the contract. An assertion of any further claims, particularly claims for damages, shall be unaffected.

13. Confidentiality, Privacy

13.1. Unless explicitly otherwise provided for in writing, the information submitted to us in connection with orders shall not be regarded as confidential, unless confidentiality is apparent.

13.2. We draw attention to the fact that we store data (including personal data) arising from the contractual relationship according to the GDPR (Art. 6 (1b) for data processing purposes and reserve the right to disclose such data towards third parties (e.g. insurance companies) if this is necessary for contract fulfilment. Apart from that, we shall under no circumstances make use, sell or otherwise disclose such data in any other manner outside our company toward third parties.

13.3. With regard to data protection, we furthermore draw attention to the following information:

Contact data: We, C. Otto Gehrckens GmbH & Co. KG (address and contact data follow below) shall be the controller. Our data protection officer shall be available at the email address dsb-cog@cog.de or may be contacted by using the contact data following below.

Purpose of processing and legal basis: As a contractual precondition for our deliveries and services, the Purchaser has to provide us with personal data (hereinafter "Data"). We shall process such data for contract conclusion and contract performance purposes (including legal prosecution and debt collection) on the basis of data protection regulations (particularly Art. 6 (1 b) GDPR). Apart from that, we shall process such data according to data protection regulations for safeguarding our legitimate interests (particularly Art. 6 (1 f) GDPR). In this context, the legitimate interest is - according to the provisions following hereinafter - to avoid losses incurred by third parties or by us as a result of bad debts and to forward performance and service information to the Purchaser.

Data categories: We shall process the following data categories: master data (such as, for instance, company name, contact person, where appropriate, address), communication data, contractual data, data on claims, information on payments and defaults in payment, where appropriate.

Third party recipients: In order to avoid losses incurred by third parties or by us as a result of bad debts, data may be forwarded to credit agencies by observing the relevant regulations, e.g. for collecting probability values with respect to bad debts or for informing about delays of the Purchaser with respect to undisputed or legally effective claims. The credit agencies shall store the data disclosed to them also in order to make them available to their associated contract partners for assessing the risk of bad debts. Such provision of data, however, shall take place only if the associated contract partners can give evidence of a legitimate interest in the disclosure of data. For debtor identification purposes, the credit agency may render information on addresses. The Purchaser shall have the right to obtain information on its personal data stored by the credit agency. In case of debt collection, data may be forwarded to the following categories of recipients if this is necessary for collecting debts: assignees, credit agencies, collection agencies, third-party debtors, inhabitants' registration offices, courts, bailiffs, attorneys at law.

Information on products and services: On the basis of data protection regulations (particularly Art. 6 (1 f) GDPR), we shall use data for providing the Purchaser with information about our company, our products and our other services either by post, where appropriate, or in compliance with Section 7 (3) UWG [German Unfair Competition Act] by electronic means.

Data retention period: If we are obliged to proceed like this, we shall delete the data immediately, particularly if we are no longer in need of data for the purposes they were collected for and are not obliged to retain them. Irrespective thereof, we shall check data with respect to their availability for deletion in intervals of three years.

Rights of objection: Data subjects may at any time and with effect for the future raise objections against data processing for the purpose described under the heading "Information on products and services". Irrespective thereof, the data subject shall be entitled to exercise a right of objection against data processing according to Art. 6 (1 f) GDPR according to Art. 13 (2b) or Art. 14 (2c) in conjunction with Art. 21 GDPR. An objection shall be addressed to our data protection officer (for contact possibilities, see contact data) or to us (contact data follow below).

Other rights: Always provided that statutory requirements are met (particularly GDPR, Federal Data Protection Act), the data subject shall have the following rights: right of access, rectification, deletion, restriction of processing and data portability. In addition, a data subject may file a complaint about the processing of his or her personal data with the supervisory authority. The address of the competent supervisory authority is: Unabhängiges Landeszentrum für Datenschutz Schleswig-Holstein, Holstenstrasse 98, 24103 Kiel, phone. 0431 988 1200, fax 0431 988 1223, email: mail@datenschutzzentrum.de, homepage: www.datenschutzzentrum.de.

For other statements on data protection, reference is made to our website at www.cog.de/datenschutz/.

13.4. In the event that we provide the Purchaser with personal data concerning our employees (hereinafter "**Personal Data**") or the Purchaser becomes otherwise aware of such Personal Data within the framework of the contract performance or the business relationship, the following provisions shall apply:

Purpose of processing: Personal Data disclosed in the aforementioned manner and not processed on our behalf may be processed by the Purchaser for implementing the contract only, but not - unless admissible according to statutory provisions - for any other purposes, including a disclosure towards third parties and/or an analysis for own purposes and/or for the creation of profiles.

Further processing and disclosure: A further processing of Personal Data by the Purchaser, particularly a disclosure towards the companies of its group for implementing the respective contract, shall exclusively be permitted to the legally admissible extent.

Handling obligations: The Purchaser shall ensure that Personal Data are made available only to those employees of the Purchaser who are entrusted with the implementation of the respective contract and, if so, only to the extent necessary for implementing the contract (need-to-know principle). The Purchaser shall structure its in-house organisation in a manner that it complies with the requirements of applicable data protection laws; in particular, the Purchaser shall be obliged to take technical and organisational measures for protecting Personal Data against misuse and loss in an adequate manner. The Purchaser shall not acquire any rights in the Personal Data and shall - in compliance with statutory requirements - at any time be obliged to rectify, delete and/or restrict processing of Personal Data. Rights of retention with respect to Personal Data shall be excluded.

In addition to its statutory obligations, the Purchaser shall give us notice without any delay, but no later than within 24 hours, about an infringement of the protection of Personal Data, particularly in case of loss. Upon termination of the respective contract, the Purchaser shall delete the Personal Data, including any and all copies thereof according to statutory requirements.

14. Title Reservation

14.1. Title to the delivered Goods shall remain reserved until settlement of our respective claim by the Purchaser (simple reservation of title)

14.2. As a precaution, the Purchaser hereby assigns to us - in the amount of our claims - those receivables owed by its customer or a third party towards the Purchaser due to a resale, if any, of the Goods subject to title reservation. The same shall apply to other claims which take the place of the Goods subject to title reservation or arising with respect to the Goods subject to title reservation, such as, for instance, insurance claims or claims in tort in case of loss or destruction. Such assignments are hereby accepted by us. Subject to revocation, the Purchaser shall continue to be authorised to collect such claims also after the assignment. Our right to collect the claims ourselves shall remain unaffected; but we shall not make use of this right as long as the Purchaser properly fulfils its payment duties and other obligations. Upon request, the Purchaser shall give us notice of the assigned claims and the respective debtors, provide us with all information required for collection as well as with the respective documents and inform the debtors about the assignment. We shall be obliged to give the Purchaser's debtors notice of the assignment on our own.

14.3. In the event of a breach of contract by the Purchaser, particularly a delay in payment, we shall be entitled to rescind the contract; in this case, the Purchaser shall be obliged to surrender the Goods subject to title reservation to us ("Event of Enforcement"). If an Event of Enforcement occurs, the Purchaser hereby grants us the irrevocable permission to enter its business and storage premises without any hindrances and to collect the Goods subject to title reservation. Apart from that, the Purchaser shall, upon first request, provide us with the necessary information and documents about the inventory of Goods subject to title reservation and the assigned claims and give its customers immediate notice of the assignment of claims. In this case, we shall also have the right to revoke the Purchaser's authority to resale and process the Goods subject to title reservation.

14.4. To the extent and as long as the title reservation exists, the Purchaser shall not be allowed to assign the Goods subject to title reservation by way of security or to pledge them without our consent. Any conclusion of financing contracts (e.g. leasing) providing for the assignment of our rights of reservation shall be subject to our prior written consent, unless the contract obliges the financing institute to pay us the purchase price portion we are entitled to without any delay.

14.5. In the event of seizures or other third-party access to the Goods subject to title reservation, the Purchaser shall inform such third parties immediately about our property right and to give us immediate written notice (text format sufficient) and to provide us with copies of the documents relevant in this context. The Purchaser shall not be allowed to make any agreements with its customers which could affect our rights.

15. Miscellaneous

15.1. An ineffectiveness of individual provisions in our GSSTC shall not affect their validity as a whole. In the event of loopholes in the contract or in these GSSTC, such loopholes shall be deemed as filled by legally effective provisions the contract parties would have had agreed upon in view of the economic goal of the contract and the purpose of these GSSTC had they been aware of the loophole.

15.2. If the Purchaser is a merchant, a legal person under public law or a special fund under public law or if the Purchaser fails to have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between us and the Purchaser shall, at our option, be the place of our registered office or of the registered office of the Purchaser. In case of any action brought against us, however, the place of our registered office shall be the exclusive place of jurisdiction. Mandatory statutory regulations on exclusive places of jurisdiction shall remain unaffected by this provision.

15.3. The law of the Federal Republic of Germany shall be the exclusively applicable law to the exclusion of the UN sales law (CISG) and the referral provisions of German International Private Law.

Pinneberg, July 2025

C. Otto Gehrckens GmbH & Co. KG

Gehrstücken 9

Phone: 04101/ 5002 – 0

www.cog.de

D-25421 Pinneberg

Fax: 04101/ 5002 – 83

info@cog.de

Local Court of Pinneberg HRA 2106

Personally liable partner: Metzger Verwaltungs- u. Vertriebs-GmbH

Registered office: Pinneberg – Local Court of Pinneberg HRB 762 PI

Managing Directors: Jan Metzger, Dr. Jan Cord Becker