

## **General Terms and Conditions of Sale (GTCS) of Norgetreide GmbH & Co. KG**

### **1.0 General Provisions, Scope**

- 1.1. These General Terms and Conditions of Sale (GTCS) apply to all our business relationships with our customers (hereinafter "customer" or "buyer" These GTCS apply only if the buyer is an entrepreneur (§ 14 German Civil Code (BGB)), a legal entity under German public law, or a special fund under German public law.
- 1.2. The GTCS apply particularly to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTCS in the version valid at the time of the purchaser's order or at least the version last communicated to the purchaser in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
- 1.3. Our GTCS apply exclusively; we do not recognize any terms and conditions of the purchaser that supplement, contradict, or deviate from our terms of sale and delivery unless we have expressly agreed to their validity in writing. This requirement for consent applies in any case, for example, even if the buyer refers to their terms and conditions in the context of the order and we do not expressly object to this.
- 1.4. Individual agreements (e.g., framework supply agreements, quality assurance agreements) and details in our order confirmation take precedence over the GTCS. Trade terms are to be interpreted according to the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of contract conclusion, in case of doubt.
- 1.5. Legally relevant declarations and notifications of the purchaser in relation to the contract (e.g., setting deadlines, reporting defects, withdrawal, or reduction) must be made in writing. Written form within the meaning of these GTCS includes written and text form (e.g., letter, email, fax).

Statutory formal requirements and further evidence, particularly in case of doubt regarding the legitimacy of the declarant, remain unaffected.

- 1.6. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions apply unless they are directly amended or expressly excluded in these GTCS.

### **2.0 Offer, Order Confirmation**

- 2.1. Our offers are non-binding and subject to change. This also applies if we have provided the purchaser with information about the products we distribute, other product descriptions, or documents – including in electronic form. We reserve the right to make changes to our products due to ongoing development and improvement, provided that these do not diminish their value.
- 2.2. The purchaser's order of the goods is considered a binding contract offer. Unless otherwise stated in the order, we are entitled to accept this contract offer within four weeks of its receipt.
- 2.3. Acceptance can be declared either in writing (e.g., by order confirmation) or by delivering the goods to the purchaser.

### **3.0 Prices, Payment Terms**

- 3.1. Unless otherwise agreed in individual cases, particularly if not stated differently in the order confirmation, our current prices at the time of contract conclusion plus statutory VAT apply. Any customs duties, fees, taxes, and other public charges are invoiced separately, provided that these are to be borne by the purchaser.
- 3.2. Cash discounts require a special written agreement.
- 3.3. Unless otherwise stated in the order confirmation, the purchase price including VAT is due and payable without deduction within 14 days from the invoice date and delivery or acceptance of the goods. However, we are entitled, even within an ongoing business

relationship, to make a delivery wholly or partly only against advance payment. We will declare such a reservation at the latest with the order confirmation.

- 3.4. Upon expiry of the above payment term, the purchaser is in default. The purchase price shall bear interest at the applicable statutory default interest rate during the period of default. We reserve the right to claim further damages caused by the delay. Our right to the commercial maturity interest (§ 353 German Commercial Code (HGB)) vis-à-vis merchants remains unaffected.
- 3.5. The purchaser has the right to set-off or retention only to the extent that their claim is legally established, undisputed, or acknowledged by us. In the case of defects in the delivery, the purchaser's counter-rights remain unaffected, particularly according to § 6 para. 6 sentence 2 of these GTCS.
- 3.6. If, after the conclusion of the contract, it becomes apparent (e.g., through an application for the opening of insolvency proceedings) that our claim to the purchase price is at risk due to the purchaser's lack of ability to perform, we are entitled under statutory provisions to refuse performance and – if applicable after setting a deadline – to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of non-fungible items (custom-made products), we can immediately declare withdrawal; statutory provisions on the dispensability of setting a deadline remain unaffected.

#### **4.0 Delivery Period and Delay in Delivery**

- 4.1. The delivery period is individually agreed upon or stated by us upon acceptance of the order. If this is not the case, the delivery period is approximately four weeks from the conclusion of the contract.
- 4.2. For shipments via waterways, the purchaser acknowledges the conditions of the shipping company commissioned by us on behalf of the purchaser. The purchaser is particularly responsible for bearing any low water surcharges.
- 4.3. If we cannot meet binding delivery deadlines for reasons beyond our control (non-availability of the service), we will inform the purchaser

immediately and simultaneously communicate the expected new delivery period. If the service is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; any consideration already provided by the purchaser will be refunded immediately. Non-availability of the service includes, for example, late self-delivery by our supplier, provided we have concluded a congruent hedging transaction, or other disruptions in the supply chain due to force majeure (e.g., (i) war, unrest, rebellion, revolution, insurrection, terrorist acts, sabotage, or piracy; (ii) currency and trade restrictions, embargo, sanctions; (iii) lawful or unlawful acts of public authority, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalization; (iv) plague, epidemics, pandemics, natural disasters or extreme natural events; (v) explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems, or energy; (vi) general labor unrest such as boycotts, strikes, and lockouts, slowdowns, factory and building occupations, or significant price increases (over 20%) for which we are not obligated to procure).

- 4.4. The occurrence of our delivery delay is determined by statutory provisions. In any case, a reminder from the purchaser is required. If we fall into delivery delay, the purchaser may claim liquidated damages for delay. The liquidated damages amount to 0.5% of the net price (delivery value) for each completed calendar week of delay, but not more than 5% of the delivery value of the delayed goods. We reserve the right to prove that the purchaser has incurred no damage or only significantly less damage than the above flat rate.
- 4.5. Withdrawal by the purchaser from the entire contract due to partial delay or partial impossibility is only permissible if the partial performance already rendered is demonstrably of no interest to the purchaser.
- 4.6. The purchaser's rights under § 6 of these GTCS and our statutory rights, particularly in the case of exclusion of the duty to perform (e.g., due to impossibility or unreasonableness of

performance and/or subsequent performance), remain unaffected.

- 4.7. Compliance with our delivery obligation further presupposes the timely and proper fulfillment of the purchaser's obligations. The defense of an unfulfilled contract remains reserved.
- 4.8. We are entitled to make partial deliveries and partial performances at any time, provided this is reasonable for the purchaser.

### **5.0 Delivery, Transfer of Risk, Acceptance, Default of Acceptance**

- 5.1. Delivery is made from the warehouse, which is also the place of performance for the delivery and any subsequent performance. At the purchaser's request and expense, the goods will be shipped to another destination (shipment purchase). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular, transport company, shipping route, packaging) ourselves.
- 5.2. The risk of accidental loss and accidental deterioration of the goods passes to the purchaser at the latest upon handover. In the case of shipment purchase, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay passes already upon delivery of the goods to the carrier, the freight forwarder, or the person or institution otherwise designated to carry out the shipment. If acceptance has been agreed upon, this is decisive for the transfer of risk. In all other respects, the statutory provisions of the contract for work and services law apply accordingly to an agreed acceptance. The handover or acceptance is equivalent if the purchaser is in default of acceptance.
- 5.3. If the purchaser is in default of acceptance, fails to cooperate, or if our delivery is delayed for other reasons for which the purchaser is responsible, we are entitled to claim compensation for the damage incurred, including any additional expenses (e.g., storage costs). Further claims remain reserved.

### **6.0 Customer's Claims for Defects**

- 6.1. The customer's rights in case of material and legal defects (including incorrect and short delivery) are governed by statutory provisions unless otherwise specified below. The statutory provisions regarding consumer goods

purchases (§§ 474 ff. BGB) and the buyer's rights from separate guarantees, particularly those provided by the manufacturer, remain unaffected.

- 6.2. The basis of our liability for defects is primarily the agreement made about the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer information that are the subject of the individual contract or that were publicly known at the time of the contract conclusion (especially in catalogs or on our website) are considered quality agreements. If the quality has not been agreed upon, it is determined according to statutory regulations whether a defect exists (§ 434 para. 3 BGB).
- 6.3. We are generally not liable for defects that the customer knows or grossly negligently fails to know at the time of contract conclusion (§ 442 BGB). Additionally, the customer's claims for defects require that they have fulfilled their statutory inspection and notification obligations (§§ 377, 381 HGB). If a defect is discovered during delivery, inspection, or at a later time, it must be reported to us immediately in writing. In any case, obvious defects must be reported in writing within five business days of delivery, and defects not recognizable upon inspection within the same period from discovery. If the buyer fails to conduct proper inspection and/or defect notification, our liability for the defect not or not timely or properly reported is excluded according to statutory provisions.
- 6.4. For defects of the goods, we initially provide warranty by choosing either to remedy the defect (rectification) or to deliver a defect-free item (replacement). If the type of supplementary performance chosen by us is unreasonable for the customer in a particular case, they may reject it. Our right to refuse supplementary performance under statutory conditions remains unaffected.
- 6.5. We bear or reimburse the expenses necessary for the purpose of inspection and supplementary performance, particularly transport, travel, labor, and material costs, as well as any dismantling and reassembly costs

according to statutory regulations and these GTCS, if a defect is indeed present. Otherwise, we can demand reimbursement from the customer for the costs incurred from the unjustified request for defect removal if the customer knew or could have known that there was no defect.

- 6.6. We are entitled to make the owed supplementary performance dependent on the customer's payment of the due purchase price. However, the customer is entitled to retain a portion of the purchase price proportionate to the defect.
- 6.7. If the reasonable period set by the buyer for supplementary performance has expired without success or is dispensable according to statutory regulations, the buyer can withdraw from the purchase contract or reduce the purchase price according to statutory provisions. There is no right of withdrawal in the case of an insignificant defect.
- 6.8. The customer's claims for reimbursement of expenses under § 445a para. 1 BGB are excluded unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB). The customer's claims for damages or reimbursement of futile expenses (§ 284 BGB) in the case of defects of the goods exist only according to the following §§ 7 and 8.

#### **7.0 Other Liability**

- 7.1. Unless otherwise stated in these GTCS, including the following provisions, we are liable for breaches of contractual and non-contractual obligations according to statutory provisions.
- 7.2. We are liable for damages – irrespective of the legal basis – under fault-based liability in cases of intent and gross negligence. In cases of simple negligence, we are liable, subject to statutory limitations of liability (e.g., care in own affairs; minor breach of duty), only
- a) for damages resulting from injury to life, body, or health,
  - b) for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is

limited to the compensation for the foreseeable, typically occurring damage.

- 7.3. The liability limitations resulting from para. 2 also apply to third parties and in cases of breaches of duty by persons (including their benefit) whose fault we are responsible for according to statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed, and for claims of the customer under the German Product Liability Act (Produkthaftungsgesetz).
- 7.4. The customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. The buyer's right to terminate the contract at will (especially according to §§ 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences apply.

#### **8.0 Limitation Period**

- 8.1. The general limitation period for claims arising from material and legal defects is, deviating from § 438 para. 1 no. 3 BGB, one year from delivery. If acceptance has been agreed, the limitation period begins with acceptance. No warranty is assumed for used items.
- 8.2. The above limitation periods of sales law also apply to contractual and non-contractual claims for damages of the customer based on a defect in the goods unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in an individual case. Claims for damages by the buyer under § 7 para. 2 sentence 1 and sentence 2(a) as well as under the German Product Liability Act are subject exclusively to the statutory limitation periods.
- 8.3. Further statutory special regulations on the limitation period (especially § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB) remain unaffected.
- 8.4. The customer does not receive guarantees in the legal sense from us. Manufacturer warranties remain unaffected.

#### **9.0 Retention of Title**

- 9.1. We retain ownership of the sold goods until full payment of all our current and future claims arising from the purchase contract and an

ongoing business relationship (secured claims).

- 9.2. The goods subject to retention of title may not be pledged to third parties or transferred as security before full payment of the secured claims. The customer must immediately notify us in writing if an application for the opening of insolvency proceedings is made or if third parties (e.g., seizures) access the goods belonging to us.
- 9.3. In the event of breach of contract by the customer, particularly in case of non-payment of the due purchase price, we are entitled to withdraw from the contract according to statutory provisions and/or to demand the return of the goods based on the retention of title. The demand for the return of goods does not simultaneously constitute a declaration of withdrawal; we are rather entitled to merely demand the return of the goods and reserve the right to withdraw. If the customer does not pay the due purchase price, we may only assert these rights if we have previously set the customer a reasonable deadline for payment to no avail, or if such a deadline is dispensable according to statutory provisions.
- 9.4. The customer is entitled, subject to revocation under the terms below (c), to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following additional provisions apply:
- a) The retention of title extends to the full value of the products resulting from the processing, mixing, or combining of our goods, whereby we are considered the manufacturer. If, in the case of processing, mixing, or combining with goods of third parties, their ownership rights remain, we acquire co-ownership in the ratio of the invoice values of the processed, mixed, or combined goods. Otherwise, the same applies to the resulting product as to the goods delivered under retention of title.
  - b) The claims against third parties arising from the resale of the goods or the product are hereby assigned by the customer to us in total or in the amount of our possible co-ownership share (see above). We accept the assignment. The customer's obligations

under clause 9.2 also apply concerning the assigned claims.

- c) The customer remains authorized to collect the claim alongside us. We undertake not to collect the claim as long as the customer meets their payment obligations to us, no deficiency in their ability to perform exists, and we do not assert the retention of title by exercising a right under clause 9.3. However, if this is the case, we can demand that the customer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the related documents, and inform the debtors (third parties) of the assignment. Furthermore, in this case, we are entitled to revoke the customer's authority to further sell and process the goods subject to retention of title.
- d) If the realizable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the customer's request.

## **10.0 Data Collection and Storage**

We are entitled to collect, store, process, use, or transfer to third parties information and data about the customer, particularly for the purpose of debt collection or outsourced receivables management, for storage, processing, and use.

## **11.0 Choice of Law and Jurisdiction**

- 11.1. These GTCS and the contractual relationship between us and the customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- 11.2. If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, exclusive jurisdiction – including international jurisdiction – for all disputes arising directly or indirectly from the contractual relationship shall be our place of business in Lübeck. The same applies if the customer is an entrepreneur within the meaning of § 14 BGB. However, we are also entitled to file suit at the place of performance of the delivery obligation according to these GTCS or a prior individual agreement, or at the general place of jurisdiction of the Customer.

Mandatory statutory provisions, especially regarding exclusive jurisdictions, remain unaffected.

- 11.3. Only the German version of our GTCS shall be legally binding, the English translation serves information purposes only.

Valid from: 16th July 2024