

# **General Terms and Conditions of Sale (GTC)**

of

## **Reischl Lebensmitteltechnik GmbH & Co. KG**

### **§ 1 Scope**

- (1) All offers, sales, and deliveries concerning machines, accessories, spare parts, molds, and conversion parts for machines, as well as related services such as assembly and maintenance services, are carried out by Reischl Lebensmitteltechnik GmbH & Co. KG, Alte Dorfstr. 12, 85241 Hebertshausen (hereinafter referred to as "**RLMT**") exclusively on the basis of these General Terms and Conditions of Sale (hereinafter referred to as "**GTC**").
- (2) These GTC also apply to all future offers and deliveries, even if this is not explicitly agreed upon again.
- (3) Any terms and conditions of purchase of the customer are hereby expressly rejected. Terms and conditions of purchase of the customer (or parts thereof) that conflict with our GTC shall only apply if and to the extent that RLMT has expressly agreed to them. In this case, however, all other agreements remain effective. This requirement for consent also applies if RLMT performs the delivery to the customer unconditionally with the knowledge of the customer's terms and conditions.

### **§ 2 Conclusion of Contract**

- (1) Subject to any agreement to the contrary, the customer makes a binding offer to conclude a contract for the purchase or production and delivery of specific items of delivery, typically certain machines along with their accessories and, if applicable, related services, with his order. A contract between RLMT and the customer is concluded solely by and with the content of RLMT's order confirmation in text form.
- (2) Supplementary and ancillary agreements require text form to be effective. Any requests for changes are deemed rejected unless RLMT expressly agrees to them.
- (3) RLMT is entitled to reject the customer's orders.

### **§ 3 Scope of Services**

- (1) The condition of the items of delivery is determined exclusively by the agreements made between RLMT and the customer regarding the properties, features, and performance characteristics of the items of delivery.
- (2) Binding assurances and guarantees or warranties of condition in the legal sense are explicitly designated and identified as such. The offers and product representations in RLMT's catalogs, on the website, or in other promotional materials are non-binding and without obligation. Illustrations, drawings, weight, dimension, performance, and consumption specifications, DIN standards, and other descriptions of the items of delivery from offer documents or the order confirmation do not constitute agreements on the condition or declarations of guarantee regarding the items of delivery unless they are separately and explicitly identified as such.
- (3) Technical and design deviations from descriptions and specifications in brochures, offers, and written documents, as well as performance, construction, and material changes in the course of technical progress, are reserved without the customer being able to derive any rights from them.

### **§ 4 Delivery Terms / Transfer of Risk**

- (1) The scope of delivery is determined by RLMT's order confirmation. Technical design and form changes of the items of delivery are reserved, provided that the changes are not significant, are objectively appropriate, and reasonable for the customer.
- (2) Subject to any written agreement to the contrary, delivery is made "ex works" RLMT / "EXW" according to ICC Incoterms 2020. This means that RLMT's delivery obligation is limited to making the delivery item available at the specified RLMT facility and notifying the customer of its readiness for pickup. If RLMT additionally arranges the shipment of the delivery items in an individual case, RLMT's obligation

is limited to organizing the transport and handing over the items "ex works" RLMT to the first carrier. The customer bears all costs associated with the shipment (e.g., freight, handling charges, loading costs and fees, customs duties), regardless of whether they arise domestically or abroad. If RLMT assumes additional transport obligations in an individual case, the shipping or transport routes and means, unless otherwise agreed, are at RLMT's discretion. The customer's obligation to bear the costs associated with the shipment or transport remains unaffected. Particularly cost-intensive shipping or transport routes and means will only be selected by RLMT in consultation with the customer. This generally applies to transports within Germany and within the European Economic Area (EEA) when the total cost exceeds EUR 4,000.00 (gross). Shipping or transport to countries outside the EEA will be selected in consultation with the customer. Upon handover of the goods to the first carrier, the risk of accidental loss and accidental deterioration passes to the customer. If delivery is made by RLMT's own employees, the risk transfers as soon as the delivery items are made available at the location specified by the customer.

- (3) Binding delivery dates or deadlines are explicitly agreed upon as such and marked as "binding" on the offer or order confirmation. A delivery period begins with the conclusion of the contract, but not before the complete provision of the documents, approvals, execution details, releases, and, if applicable, the receipt of an agreed-upon advance payment to be provided by the customer. Compliance with the delivery period requires the timely and proper fulfillment of the customer's other obligations. Binding delivery dates or deadlines are met if the delivery items have been made available by their expiration and RLMT has notified the customer of their readiness for pickup, or, in the case of a different arrangement, the delivery items have been handed over to the first carrier. If delivery items are not or temporarily not deliverable despite appropriate arrangements for delivery by the supplier, RLMT will inform the customer immediately. Until self-delivery is made, RLMT is released from the obligation to perform unless the non-delivery by the supplier is attributable to RLMT. In the event of withdrawal, any amounts already paid will be refunded immediately. Claims for damages by the customer are excluded unless the non-delivery is attributable to RLMT.
- (4) If delivery does not occur by a non-binding delivery date or within a non-binding delivery period, the customer may set an additional period of four weeks, stating that they will withdraw from the contract if this period expires fruitlessly. Further claims, especially for delay damages, are excluded except in cases of gross negligence or intent.
- (5) If the failure to meet an agreed binding or non-binding delivery date or deadline is due to force majeure and other disruptions not attributable to RLMT, such as war, terrorist attacks, import and export restrictions, pandemics (e.g., Covid-19), including those affecting suppliers, the agreed delivery periods are extended, or the delivery date is postponed by the duration of the hindrance. This also applies to labor disputes affecting RLMT and its suppliers. If the hindrance lasts longer than 60 calendar days, both RLMT and the customer have the right to withdraw.
- (6) Partial services and partial deliveries are permissible to a reasonable extent. RLMT may invoice the customer for partial services and partial deliveries to a reasonable extent.

## **§ 5 Formal Acceptances**

- (1) If an acceptance is required in an individual case or has been separately agreed upon, it is decisive for the transfer of risk. It must be carried out immediately at the acceptance date, or alternatively after notification by RLMT. The customer may not refuse acceptance due to insignificant defects.
- (2) In the case of a legally stipulated or separately contractually agreed acceptance, it is deemed to have taken place implicitly if the customer has put the delivery items into use as intended without an acceptance inspection and uses them in regular operation without reporting defects and without requesting an acceptance inspection. Implicit acceptance is particularly assumed if the customer has used the delivery items without complaint of defects and without requesting an acceptance inspection for a period of three (3) weeks.
- (3) Before declared acceptance, the customer is not entitled to make unauthorized changes to the delivery items without prior approval from RLMT. This includes, in particular, modifications or additional attachments to machines. The customer is responsible for damages causally attributable to unauthorized changes made before declared acceptance.

## **§ 6 Prices**

- (1) Unless otherwise agreed in text form, prices are quoted exclusive of statutory VAT and other applicable public charges. Prices are "ex works" RLMT, plus packaging, shipping costs, and unloading costs at the customer's location. Prices for conveyor systems and plants generally do not include assembly and commissioning; these ancillary services must be separately ordered.
- (2) If the delivery item changes after the conclusion of the contract due to the customer's requests for changes, a correspondingly adjusted new price must be agreed upon with RLMT. If the parties cannot reach an agreement, RLMT is entitled to set the new price at its reasonable discretion, subject to judicial review of the amount (§ 315 BGB), considering the material and personnel costs resulting from the change and an appropriate coverage amount.
- (3) RLMT is entitled to adjust the agreed prices at its reasonable discretion (§ 315 BGB) if the costs related to the product and its production, particularly the prices of RLMT's suppliers, currency parities, or customs and import duties, increase or decrease compared to the time of the offer submission, resulting in a change in the total net costs of at least 2.5%. The scope of the price adjustment is limited to the percentage increase or decrease in RLMT's total costs due to the changed cost parameters. RLMT will provide the customer with verifiable evidence of the reason and extent of the price adjustment upon first request.

## **§ 7 Payment Terms**

- (1) Unless otherwise agreed, the customer shall pay the gross price plus any costs for packaging, freight, and insurance without deduction to RLMT, as follows:
  - a. A down payment of 30% of the gross price plus 100% of any costs for packaging, freight, and insurance within 10 calendar days of receipt of the order confirmation by the customer;
  - b. A payment of 60% of the gross price within 10 calendar days of receipt of the notification of readiness for pickup of the main parts of the delivery item by RLMT, or in the case of a required acceptance, within 10 calendar days of the acceptance;
  - c. The remaining payment of 10% of the gross amount within 30 calendar days of the handover or acceptance of the complete delivery item and receipt of the final invoice by the customer.
- (2) If the customer falls into significant arrears or, in the case of installment payments, is in default with two full installments, RLMT is entitled to demand immediate payment of all due and undisputed claims arising from the business relationship, unless the customer is not responsible for the circumstances of the delay.
- (3) Unless expressly agreed otherwise, RLMT is entitled to execute deliveries or provide services only against advance payment or the provision of security if, after the conclusion of the contract, circumstances become known that significantly diminish the customer's creditworthiness and objectively and concretely jeopardize the payment of RLMT's outstanding claims by the customer from the respective contractual relationship. This also applies if the customer unjustifiably refuses or fails to pay RLMT's outstanding claims or if there are no undisputed or legally established objections to RLMT's claims. In cases where the customer refuses to make an advance payment or provide security upon RLMT's corresponding request, RLMT is entitled to withdraw from the contract in whole or in part, whereby in the case of partial withdrawal, invoices for claims regarding already delivered partial deliveries become immediately due.

## **§ 8 Debtor Default / Default in Acceptance**

- (1) If the customer exceeds calendar-specified or determinable payment deadlines, they will be in default without further action, especially without a reminder, unless the customer is not responsible for the delay.
- (2) RLMT is entitled to demand statutory default interest. In the event of default with payments, the current default interest rate is 9 percentage points above the respective base interest rate.
- (3) Starting with the second reminder, RLMT will charge a flat fee of EUR 3.00 (reminder fee) for each reminder to cover the costs and expenses of the reminder process (postage costs and additional material expenses).
- (4) RLMT and the customer reserve the right to claim further default damages and additional costs and expenses, as well as to provide evidence of actually lower default damages.
- (5) If the customer is in default of acceptance, the risk of accidental loss or accidental deterioration of the delivery items passes to the customer at that time.
- (6) In the event of default of acceptance, RLMT can claim compensation for the additional costs and expenses arising from the default of acceptance (e.g., additional storage costs and expenses). These costs and expenses are fixed at 0.5% of the net price volume per business day of default, but no more than a total of 5% of the net price volume. The right to claim actually higher costs and expenses, as well as the right to prove actually lower costs/expenses resulting from the default of acceptance, remains reserved for RLMT and the customer.

## **§ 9 Retention of Title**

- (1) RLMT retains ownership of the delivered goods until full payment of all claims arising from the contract with the customer has been made. RLMT is entitled to demand the return of the delivery items if the customer behaves in breach of contract, particularly if agreed installment payments are not made or not made on time.
- (2) As long as the ownership of the delivery items has not passed to the customer, the customer must handle the delivery items with the care of a prudent merchant. The customer must carry out any necessary maintenance and inspection work at their own expense in a timely manner.
- (3) The customer is only exceptionally entitled to resell delivery items if the customer is a dealer and the sale of the delivery items is part of their regular business operations. The customer hereby assigns to RLMT any claims arising from the resale of the delivery items up to the agreed invoice final amount (including statutory VAT), and RLMT accepts this assignment. The customer is authorized to collect the claims assigned to RLMT as long as they are entitled to resell the delivery items. RLMT's authority to collect the claim itself remains unaffected. However, RLMT will not collect the assigned claim as long as the customer meets their payment obligations, is not in default of payment, and no application for the opening of insolvency proceedings has been filed against the customer or there is no cessation of payments.
- (4) Any processing or transformation of the delivery items by the customer is always carried out in the name and on behalf of RLMT. In this case, the customer's expectant right to the transformed item continues. If the delivery items are processed with other items not belonging to RLMT, RLMT acquires co-ownership of the new item in proportion to the objective value of the delivery items to the other processed items at the time of processing. The same applies in the event of mixing. If the mixing is done in such a way that the customer's item is considered the main item, it is agreed that the customer transfers proportional co-ownership to RLMT, which RLMT hereby accepts, and the customer stores the resulting sole or co-ownership for RLMT. To secure RLMT's claims against the customer, the customer also assigns to RLMT such claims that arise from the combination of the delivery items with a property against a third party. RLMT accepts this assignment already now.
- (5) Upon the customer's request, RLMT will release the securities due to them if their value exceeds the claims to be secured by more than 20%.
- (6) The customer must immediately notify RLMT in text form if delivery items or parts thereof are seized or otherwise subjected to third-party interventions. In the event of failure to notify or not promptly notifying, the customer is obligated to reimburse RLMT for the necessary and appropriate costs incurred

in asserting RLMT's rights, unless the customer is not responsible for the non-compliance with the above notification obligations. If the third party is unable to reimburse RLMT for the judicial and extra-judicial costs of a lawsuit according to § 771 ZPO, the customer is liable for the loss incurred.

- (7) The application for the opening of insolvency proceedings, the cessation of payments by the customer, or default in payment entitles RLMT to withdraw from the contract and demand the immediate return of the affected delivery items.

#### **§ 10 Duty of Inspection and Notification of Defects / Warranty**

- (1) The delivery items must be carefully inspected immediately after their receipt (cf. § 377 HGB). The delivery items are considered approved if no defect notification in text form is submitted immediately after receipt. This also applies if a defect was not detectable during the immediate, careful inspection; in such a case, the defect notification must be submitted in text form to RLMT immediately after the defect is discovered. The notification period is seven (7) business days after receipt (for obvious defects) or after discovery (for hidden defects).
- (2) The warranty period for claims for defects according to the statutory warranty provisions is twelve (12) months from the receipt of the delivery items, or in the case of a legally stipulated or contractually agreed acceptance, from the time of acceptance (§ 5).
- (3) In the event of material defects, the customer initially only has a claim for subsequent performance (§ 439 BGB). RLMT has the choice between rectifying the defect or delivering a new item. If the subsequent performance fails and RLMT does not perform within a reasonable grace period of four (4) weeks, the customer is entitled, under the statutory conditions, to reduce the price or withdraw from the contract. Subsequent performance is considered failed only if a third (3rd) attempt at rectification by RLMT has also failed. Warranty claims for damages are limited to the extent specified in § 11.
- (4) Warranty claims do not exist if the customer improperly alters delivery items or has them altered by third parties without the involvement and approval of RLMT. This does not apply if the customer can prove that the respective defects were not caused by the alterations and that the defect rectification is not rendered impossible or unreasonably difficult by the alterations. In any case, the customer must bear the additional costs of defect rectification arising from the alterations.
- (5) If usage recommendations or other instructions from RLMT are not followed, any warranty claims become void. This also applies if the delivery items are not stored properly by the customer or are subjected to improper stress or influence.
- (6) In the sale of used delivery items by RLMT, the warranty for defects is excluded. For claims for damages, the limitation/restriction according to § 11 applies.

#### **§ 11 Liability for Damages**

- (1) RLMT's liability for damages due to breaches of duty, regardless of the nature and legal basis (e.g., impossibility, non-performance, delay, poor performance, particularly defective or incorrect delivery, breach of duties during contract negotiations, and tort), is limited and restricted according to this § 11.
- (2) RLMT's liability for damages according to mandatory statutory law (e.g., liability under the Product Liability Act - ProdHG) remains unaffected and continues to exist.
- (3) For damages resulting from injury to life, body, or health, RLMT is liable without limitation in cases of simple negligence by its legal representatives or vicarious agents.
- (4) Notwithstanding the preceding paragraph, RLMT is liable for damages resulting from the simple negligent breach of essential contractual obligations by its legal representatives or vicarious agents. Essential contractual obligations are those obligations whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the customer regularly relies and may rely. In the event of a breach of essential contractual obligations, RLMT's liability is limited to the compensation of foreseeable, typically occurring damages. Within this scope, RLMT's liability for property and finan-

cial damages is limited to the coverage amount of RLMT's product liability or business liability insurance. RLMT is willing to provide the customer with a coverage confirmation from the insurer upon request.

- (5) In other cases, RLMT is only liable for damages resulting from intentional or grossly negligent conduct by its legal representatives or vicarious agents.
- (6) If RLMT provides non-binding technical information or advice in the course of general business dealings, and this information or advice is not part of the owed, contractually agreed-upon scope of delivery, this is done free of charge and without any liability.
- (7) Claims for damages due to defects expire one year after receipt or acceptance of the delivery items, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would result in a shorter limitation period in an individual case. This does not apply if RLMT's legal representatives or vicarious agents are guilty of fraud, intent, or gross negligence, or if the defect has led to injury to life, body, or health.

## **§ 12 Industrial Property Rights / Procedure in Case of Property Right Warnings**

- (1) The ownership and copyright of drawings, cost estimates, and other documents provided to the customer remain with RLMT. RLMT's offers and documents must not be made accessible to third parties, especially competitors, and must be returned upon request.
- (2) Molds manufactured by RLMT remain the property of RLMT, even when partial costs are charged. The customer can only assert claims against RLMT regarding such molds based on copyright or industrial property rights if the customer has informed RLMT in advance in text form about the existence of such rights and has expressly reserved them.
- (3) If there is a suspicion that RLMT products infringe third-party industrial property rights and the customer is contacted by third parties in this regard, the customer will inform RLMT immediately. The customer will promptly inform RLMT, especially about any property right warnings received. RLMT reserves the right to defend or indemnify the customer against claims of property right infringement and to enable the customer to use the delivery items from RLMT legally, or, if this is economically unreasonable, at RLMT's discretion, to avoid the infringement by modifying or replacing the goods or to take back the goods with a refund of the purchase price minus compensation for use.
- (4) If RLMT is held liable for an infringement of property rights based on following the customer's instructions, the customer will indemnify RLMT against all claims arising from the infringement and reimburse RLMT for the expenses incurred in this context, as far as they were objectively necessary for safeguarding RLMT's interests and rights and were reasonable in nature and amount.

## **§ 13 Aufrechnung / Zurückbehaltungsrechte**

The customer's set-off or assertion of a right of retention that is not based on the same legal relationship is only permissible on the basis of undisputed, legally established, and/or ready-for-decision counterclaims of the customer.

## **§ 14 Choice of Law and Jurisdiction**

- (1) For all legal disputes arising from or in connection with the agreements made between RLMT and the customer, to which these GTC apply, the law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and German international private law.
- (2) The exclusive place of jurisdiction for all legal disputes arising from or in connection with the agreements made between RLMT and the customer, to which these GTC apply, is Munich (Regional Court Munich I), provided the customer is a merchant, a legal entity under public law, or a special fund under public law. Notwithstanding the aforementioned place of jurisdiction, RLMT is entitled to seek judicial assistance from the court having jurisdiction at the customer's place of business.

### **§ 15 Severability Clause**

Should individual provisions of these GTC be void or contestable, the validity of the contract as a whole remains unaffected. The affected clauses are to be interpreted or supplemented in such a way that their economic content is achieved as precisely as possible in a legally permissible manner. This also applies correspondingly to unintentional and therefore supplementary regulatory gaps.

### **§ 16 Language**

The foregoing GTC are provided in both German and English. The German version is solely authoritative for the interpretation of the GTC.

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