

General Conditions of Sale

1. Validity of the General Conditions of Sale

1.1. These General Conditions of Sale apply to contracts with customers of AXXERON Hydraulics GmbH Westfalen, Porta Westfalica – hereinafter referred to as AXXERON Hydraulics – that are concluded on or after 1 September and primarily concern the delivery of goods to customers. Any additional obligations assumed by AXXERON Hydraulics shall not affect the validity of these General Conditions of Sale.

1.2. These General Conditions of Sale apply exclusively. Any terms and conditions of the customer that deviate from the General Conditions of Sale or statutory provisions shall not be binding on AXXERON Hydraulics unless AXXERON Hydraulics has expressly agreed to their validity in writing. Silence on the part of AXXERON Hydraulics regarding the customer's terms and conditions shall not be deemed to constitute acceptance or consent. These General Conditions of Sale shall also apply if AXXERON Hydraulics accepts the customer's performance without reservation or provides services without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these General Conditions of Sale. These General Conditions of Sale shall apply in place of any terms and conditions of the customer even if, according to these terms and conditions, the acceptance of the order by AXXERON Hydraulics is intended as unconditional acceptance of the terms and conditions, or if AXXERON Hydraulics delivers after the customer has indicated the validity of its terms and conditions, unless AXXERON Hydraulics has expressly waived the validity of these General Conditions of Sale.

1.3. These General Conditions of Sale are designed for contracts that do not fall under the special provisions for the sale of consumer goods (§§ 474 ff. BGB) and in which the goods sold by AXXERON Hydraulics to the customer are not subsequently sold by an entrepreneur to a consumer. If this assumption does not apply, the customer shall inform AXXERON Hydraulics immediately and in writing in each individual case before concluding the

contract; otherwise, the terms and conditions of sale of AXXERON Hydraulics, which will be sent on request, shall apply instead of these General Conditions of Sale.

1.4. These General Conditions of Sale do not apply if the customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB).

1.5. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these General Conditions of Sale.

2. Conclusion and content of the contract

2.1. The customer is obliged to notify AXXERON Hydraulics in writing prior to conclusion of the contract if

- a. the customer requests assembly instructions,
- b. the goods to be delivered are to be installed in or attached to another item, unless the goods are intended solely for this purpose due to their objective suitability,
- c. the goods to be delivered are not intended to be suitable exclusively for normal use, or the customer assumes a specific suitability for use or bases their expectations of quality on public statements, advertising claims or other circumstances outside the specific conclusion of the contract,
- d. the goods to be delivered are used under unusual conditions or conditions that pose a particular health, safety or environmental risk or require increased stress,
- e. the contract may involve atypical risks of damage or unusual amounts of damage, in particular those exceeding the limits set out in clause 7.4, which are known or should be known to the customer, or
- f. the goods to be delivered are to be used outside Germany or delivered to the customer's customers based outside Germany.

2.2. If the customer's order deviates from the proposals or the offer made by AXXERON Hydraulics, the customer shall highlight the deviations as such. The rules for concluding contracts in electronic commerce pursuant to Section 312 i (1) sentence 1 nos. 1 to 3 of the German Civil Code (BGB) shall not apply.

- 2.3. All orders, in particular those taken by employees of AXXERON Hydraulics, shall only become effective upon written order confirmation by AXXERON Hydraulics. The written order confirmation may also be formulated on the document serving as the delivery note. The actual delivery of the ordered goods, other conduct by AXXERON Hydraulics or silence do not justify the customer's confidence in the conclusion of the contract. AXXERON Hydraulics may issue the written order confirmation up to fourteen (14) calendar days after AXXERON Hydraulics has received the customer's order.
- 2.4. The written order confirmation from AXXERON Hydraulics shall be deemed to have been received in good time if it is received by the customer within seven (7) calendar days of its date of issue. The customer shall inform AXXERON Hydraulics in writing without delay if the written order confirmation is received late.
- 2.5. The written order confirmation from AXXERON Hydraulics is decisive for the scope of the contract and constitutes a conclusion of the contract even if it deviates from the customer's declarations in any other respect, namely also with regard to the exclusive validity of these General Conditions of Sale, apart from the type of goods, price and delivery quantity. The contract shall only fail to come into effect if the customer complains in writing that the order confirmation from AXXERON Hydraulics does not correspond in every respect to the customer's statements, specifies the deviations in writing and the complaint is received by AXXERON Hydraulics at short notice, at the latest seven (7) calendar days after the customer has received the written order confirmation.
- 2.6. The information provided by AXXERON Hydraulics about the goods (e.g. weight, dimensions, utility values, load capacity, tolerances and technical data) and the representations thereof (e.g. drawings and illustrations) are only approximate, unless the usability for the contractually intended purpose requires exact conformity. They do not constitute guarantees of quality or durability of the goods to be delivered by AXXERON Hydraulics. Any guarantees to be assumed by AXXERON Hydraulics at the time of conclusion of the contract require express written confirmation by AXXERON Hydraulics as a "guarantee". In particular, catchphrases,

references to generally recognised standards, the use of goods or quality marks, or the presentation of samples or specimens do not constitute the assumption of a guarantee or warranty.

- 2.7. Upon conclusion of the contract, AXXERON Hydraulics shall not assume any procurement risk within the meaning of Section 276 of the German Civil Code (BGB), even if it is obliged to deliver goods specified only by type. Furthermore, even if it is obliged to deliver goods specified only by type, AXXERON Hydraulics shall not be obliged, in the event of non-availability of the service within the meaning of Clause 3.7, to procure the (subcontracted) parts required for the performance of the contract elsewhere if the associated costs for AXXERON Hydraulics are disadvantageous compared to the costs of congruent procurement. Furthermore, AXXERON Hydraulics does not assume any guarantee for the goods.
- 2.8. With the exception of the acceptance of the goods in accordance with Section 433 (2) of the German Civil Code (BGB), no acceptance of the goods has been agreed.
- 2.9. Special requests by the customer, namely special expectations of the customer regarding use and quality or other assurances with regard to the goods or the execution of the contract, as well as performance declarations, instructions for use or safety information requested by the customer in electronic or printed form, require the express written confirmation of AXXERON Hydraulics in all cases.
- 2.10. If the customer requests an alternative product to goods previously requested or purchased from AXXERON Hydraulics, or if AXXERON Hydraulics offers the customer an alternative product on its own initiative, the mention of an alternative product by AXXERON Hydraulics does not imply that it has the same properties as the goods previously requested or purchased by the customer. The alternative product named by AXXERON Hydraulics usually only has similar properties to the goods previously requested or purchased from AXXERON Hydraulics. The customer is solely responsible for checking the suitability of the properties of the alternative

product for the intended use. AXXERON Hydraulics does not provide any advice in this regard either.

- 2.11. Confirmations of the contract made by the customer shall have no effect without the need for objection by AXXERON Hydraulics. In particular, neither the actual delivery of the ordered goods, other conduct by AXXERON Hydraulics or silence shall justify the customer's confidence in the validity of its confirmation.
- 2.12. The employees, sales representatives and other sales agents of AXXERON Hydraulics are not authorised to waive the requirement for written order confirmation by AXXERON Hydraulics or to make commitments, give assurances or declare guarantees that deviate from the content of the order confirmation. Changes to the concluded contract require written confirmation from AXXERON Hydraulics.

3. Obligations of AXXERON Hydraulics

- 3.1. AXXERON Hydraulics shall deliver the goods specified in the written order confirmation and transfer ownership thereof. If the goods to be delivered require further specification, AXXERON Hydraulics shall carry out the specification taking into account its own interests and those of the customer that are recognisable and justified for AXXERON Hydraulics. AXXERON Hydraulics is not obliged to provide services that are not listed in the written order confirmation from AXXERON Hydraulics or in these General Conditions of Sale; In particular, AXXERON Hydraulics is not obliged under the contract to provide documents or information or to supply accessories that have not been expressly agreed in writing, to install additional protective devices, to provide assembly instructions, to carry out assembly work or to advise the customer.
- 3.2. AXXERON Hydraulics is solely obligated to the customer under the contract concluded with the customer. Third parties not involved in the conclusion of the contract, in particular the customer's buyers, are not entitled to demand delivery or to assert any other contractual claims against AXXERON

Hydraulics. The customer's responsibility for receipt shall remain in force even if he assigns claims to third parties.

3.3.AXXERON Hydraulics is obliged to deliver goods of average type and quality, taking into account the provisions in clauses 2.1, 2.6 and 2.7 and taking into account customary tolerances with regard to type, quantity and quality. If the goods to be delivered cannot be delivered in the condition offered at the time of conclusion of the contract because technical improvements have been made to series products, AXXERON Hydraulics shall be entitled to deliver the improved version. AXXERON Hydraulics shall be entitled to make partial deliveries and to invoice them separately, provided this is reasonable for the customer.

3.4.AXXERON Hydraulics shall make the goods available for collection by the customer at the agreed delivery time EXW (Incoterms® 2020) at the delivery address specified in the written order confirmation and, if no such address is specified, at the branch in 32457 Porta Westfalica in the packaging customary for AXXERON Hydraulics. AXXERON Hydraulics is not obliged to separate or label the goods in advance or to notify the customer of the availability of the goods. Even if other Incoterms clauses are used, AXXERON Hydraulics is not obliged to inform the customer of the delivery, to inspect the goods for conformity with the contract at the time of delivery, to provide the customer with information on the acceptance of the goods, to check the operational safety of the means of transport or the safe loading of the goods, or to insure the goods. The agreement of other Incoterms clauses or clauses such as "free delivery" or similar clauses shall only result in a different arrangement for transport and transport costs; otherwise, the provisions set out in these General Conditions of Sale shall remain in force.

3.5.Agreed delivery periods or delivery dates do not constitute a fixed-date transaction and are subject to the customer providing the necessary documents, approvals or releases in good time, making advance payments as agreed and fulfilling all other obligations incumbent upon them in good time. Otherwise, agreed delivery periods shall commence on the date of the written order confirmation from AXXERON Hydraulics. AXXERON

Hydraulics shall be entitled to deliver before the agreed time or to determine the time of delivery within the agreed delivery period.

3.6. AXXERON Hydraulics shall be entitled to fulfil contractual obligations after the scheduled date if the customer is informed of the delay and is notified of a period for subsequent performance. Under these conditions, AXXERON Hydraulics shall also be entitled to make several attempts at subsequent performance. The customer may object to the subsequent performance announced within a reasonable period of time if the subsequent performance is unreasonable. AXXERON Hydraulics shall reimburse the customer for any additional expenses demonstrably necessary as a result of the delay, insofar as AXXERON Hydraulics is liable for damages in accordance with the provisions of Section 7.

3.7. If AXXERON Hydraulics is unable to meet binding delivery periods or delivery dates for reasons for which AXXERON Hydraulics is not responsible (non-availability of the service), AXXERON Hydraulics shall be entitled to postpone the service for the duration of the hindrance and shall inform the customer of this immediately and at the same time notify the customer of the expected new delivery period or the new delivery date. If the service is also unavailable within the new delivery period or on the new delivery date for reasons for which AXXERON Hydraulics is not responsible, AXXERON Hydraulics shall be entitled to withdraw from the contract in whole or in part; AXXERON Hydraulics shall immediately reimburse any consideration already paid by the customer. A case of non-availability of the service in this sense includes, in particular, the situation where AXXERON Hydraulics, despite having made proper congruent arrangements (i.e. despite a contractual agreement with AXXERON Hydraulics' supplier that the customer's claim for performance can be fulfilled in accordance with the contract in terms of quantity, quality and performance period, the customer's claim for performance cannot be fulfilled in accordance with the contract) for reasons for which AXXERON Hydraulics is not responsible. Events of force majeure of not insignificant duration (i.e. lasting longer than 14 calendar days) also count as cases of non-availability of performance in this sense. Strikes, lockouts, official interventions, energy and raw material

shortages through no fault of AXXERON Hydraulics, transport bottlenecks or obstacles through no fault of AXXERON Hydraulics, operational hindrances through no fault of AXXERON Hydraulics (e.g. lockouts, official interventions, energy and raw material shortages through no fault of AXXERON Hydraulics, transport bottlenecks or obstacles through no fault of AXXERON Hydraulics, operational disruptions through no fault of AXXERON Hydraulics (e.g. due to fire, water or machine damage) and all other disruptions which, when viewed objectively, were not caused by AXXERON Hydraulics. This clause 3.7. of these General Conditions of Sale shall not apply if AXXERON Hydraulics has assumed a procurement risk within the meaning of Section 276 of the German Civil Code (BGB).

- 3.8. Regardless of whether transport is carried out by AXXERON Hydraulics, by the customer or by third parties, the risk shall pass to the customer as soon as the goods have been made available to the customer in accordance with the provisions of clause 3.4, even if the goods are not clearly labelled. The loading of the goods is one of the customer's obligations. The agreement of other clauses of the Incoterms or of clauses such as "free delivery..." or similar only results in a different regulation of transport and transport costs; otherwise, the regulations set out in these General Conditions of Sale remain in force.
- 3.9. AXXERON Hydraulics is not obliged to provide certificates or other documents that have not been expressly agreed upon, and is in no way responsible for fulfilling the obligations associated with placing the goods on the market outside Germany.
- 3.10. Without waiving any further legal rights, AXXERON Hydraulics is entitled to raise the defence of uncertainty in accordance with Section 321 of the German Civil Code (BGB) as long as there is justified concern that the customer will not fulfil its obligations under the contract concluded with AXXERON Hydraulics in whole or in part in accordance with the contract, unless the circumstances giving rise to the justified concern are caused by AXXERON Hydraulics. AXXERON Hydraulics is particularly entitled to raise the defence of uncertainty if the customer only fulfils its obligations to

AXXERON Hydraulics or third parties inadequately or pays slowly, or if the limit set by a credit insurer has been exceeded or will be exceeded with the upcoming delivery. Instead of raising the defence, AXXERON Hydraulics may make future deliveries, including those already confirmed, contingent upon the customer making advance payment. AXXERON Hydraulics is not obliged to continue its services as long as and to the extent that the services provided by the customer to avert the defence do not offer adequate security or could be contestable.

- 3.11. If, after confirmation of the order by AXXERON Hydraulics, the customer has also been charged a separately stated value for old parts, the customer may only demand reimbursement of the value paid for the old parts from AXXERON Hydraulics after returning the goods as old parts if these old parts comply with the guidelines of the respective manufacturer for the reimbursement of old parts. Upon request, AXXERON Hydraulics will send the customer the respective manufacturer's guidelines for the return of old parts.

4. Obligations of the customer

- 4.1. Notwithstanding any further obligations of the customer to secure or prepare payment, the purchase price is due for payment on the date specified in the written order confirmation or, if no such date is specified, upon issuance of the invoice, and is payable by the customer. The amount of interest on arrears provided for by law is determined in accordance with Section 288 of the German Civil Code (BGB). Granted payment terms shall lapse and outstanding claims shall become due for payment immediately if the customer's buyers pay for goods delivered by AXXERON Hydraulics that are subject to retention of title (Section 8.5), if insolvency proceedings are initiated against the customer's assets, if the customer fails to meet essential obligations to AXXERON Hydraulics or third parties without providing a justifiable reason, if the customer has provided inaccurate information about their creditworthiness, or if the cover promised by a credit insurer is reduced for reasons for which AXXERON Hydraulics is not responsible.

- 4.2. The agreed purchase price covers the services provided by AXXERON Hydraulics, excluding packaging. Statutory value added tax will be charged separately and must be paid by the customer in addition to the purchase price.
- 4.3. Discounts shall be stated in each individual case in the written order confirmation from AXXERON Hydraulics and shall only apply on condition that all claims of AXXERON Hydraulics against the customer are paid in full and on time.
- 4.4. Payments shall be made in EURO without deduction and free of charges and costs via one of the banks designated by AXXERON Hydraulics. The unconditional credit entry on the bank account shall be decisive for the timeliness of the payment. Employees, sales representatives or other sales agents of AXXERON Hydraulics are not authorised to accept payments.
- 4.5. Subject to any contrary repayment provisions of the customer, AXXERON Hydraulics may, at its discretion and regardless of court jurisdiction, offset incoming payments against claims against the customer existing at the time of payment by virtue of its own or assigned rights.
- 4.6. The customer's statutory rights to offset claims against AXXERON Hydraulics are excluded, unless the counterclaim is based on the customer's own rights, is due and either legally established or undisputed, or is based on the same contractual relationship.
- 4.7. The customer's statutory rights to withhold payment or acceptance of the goods, to suspend other obligations incumbent upon them and to raise defences or counterclaims are excluded, unless AXXERON Hydraulics has materially breached due obligations arising from the same contractual relationship despite a written warning from the customer and has not offered adequate security, or the counterclaim is justified, due and either legally established or undisputed in the customer's own right.

- 4.8. The customer is obliged to accept the goods on the delivery date without claiming additional deadlines and at the delivery address specified in clause 3.4, and to fulfil all obligations incumbent upon them under the contract, these General Conditions of Sale, the ICC rules for the interpretation of the agreed clause of the Incoterms® 2020 and statutory provisions. The customer is only entitled to refuse to accept the goods if they withdraw from the contract in accordance with the provisions of clause 6.1.
- 4.9. Notwithstanding Section 15 (1) of the Packaging Act (VerpackungsG), AXXERON Hydraulics will only take back the packaging specified therein at the registered office of AXXERON Hydraulics unless the customer returns the aforementioned packaging immediately after delivery at the place of handover of the packaging and in good time so that AXXERON Hydraulics and any third parties commissioned by AXXERON Hydraulics do not incur any waiting times.
- 4.10. The customer undertakes to comply with all national and international export control and sanctions regulations relevant to the use, resale, export or re-export of the goods delivered by AXXERON Hydraulics, including EU regulations, the Foreign Trade and Payments Ordinance, the Dual-Use Regulation (EC) No. 2021/821 and US export control law.

In particular, the customer shall ensure that the goods are not delivered to persons, companies or organisations listed on relevant sanctions lists (e.g. EU, UN, OFAC, BAFA).

Insofar as licences are required for the export, transfer or use of the goods, it is the sole responsibility of the customer to obtain these in good time, unless otherwise agreed in writing.

If the customer violates the above obligations, AXXERON Hydraulics shall be entitled to withdraw from the contract and claim damages.

5. Defective goods

- 5.1. Without waiving any statutory exclusions or limitations of the seller's liability, the goods shall be deemed defective if the customer proves that, taking into account the provisions in clauses 2.1, 2.6, 2.9. or 3. at the time of transfer of risk, deviates from the subjective requirements of § 434 (2) BGB, from the objective requirements of § 434 (3) BGB or from the installation requirements of § 434 (4) BGB. The specifications stated in the order confirmation from AXXERON Hydraulics, together with the quality agreements contained in these General Conditions of Sale, conclusively reflect the agreed quality. Model, design or material changes that correspond to newer technical findings do not constitute a material defect. Only those accessories and instructions (including assembly and installation instructions) that are expressly mentioned in the order confirmation from AXXERON Hydraulics are agreed. Public statements made by the manufacturer or other third parties (e.g. advertising claims) which the customer has not indicated to AXXERON Hydraulics as being decisive for their purchase do not constitute a material defect. Without waiving any statutory exclusions or limitations of the seller's liability, the goods shall be deemed to be defective in title if the customer proves that, at the time of transfer of risk, the goods are not free from third-party rights or claims enforceable in Germany.
- 5.2. Without waiving further legal requirements, rights or claims of third parties based on commercial or other intellectual property shall only constitute a legal defect if the rights are registered, published and legally binding in Germany and exclude the contractual use of the goods in Germany. If, according to the above provisions, the goods are legally defective, but this legal defect is based on instructions from the customer, there shall be no legal defect, notwithstanding clause 5.2, sentences 1 and 2 of these General Conditions of Sale.
- 5.3. Unless the written order confirmation from AXXERON Hydraulics expressly states otherwise, AXXERON Hydraulics is in particular not responsible for ensuring that the goods are suitable for any use other than normal use, that they meet any further expectations of the customer that deviate from the

usual quality, or that they are free from rights or claims of third parties outside Germany. AXXERON Hydraulics shall not be liable for defects that occur after the transfer of risk. If the customer attempts to remedy defects themselves or through third parties without the consent of, AXXERON Hydraulics shall be released from its warranty obligation, unless such attempts are carried out properly.

5.4. The customer is obliged to inspect each individual delivery to AXXERON Hydraulics immediately upon receipt, regardless of any diversion or forwarding, in every respect for recognisable and typical deviations of a qualitative, quantitative and other nature, for compliance with the product regulations applicable to the goods and, in all other respects, in accordance with the statutory provisions. The customer is also obliged to AXXERON Hydraulics to carry out this inspection again immediately before installation or attachment in the case of goods intended for installation in or attachment to another item and to record the result of the inspection in writing. For all resales of goods purchased from AXXERON Hydraulics, the customer shall ensure that its customers assume the obligations set out in the preceding sentence as their own obligations towards the customer and, in the event of further sale, pass them on to the subsequent customers. The claims of AXXERON Hydraulics established in this paragraph shall not become time-barred before the expiry of the limitation period for recourse claims.

5.5. The customer is obliged to notify AXXERON Hydraulics immediately of any material defects. In the case of obvious material defects, the period begins upon delivery of the goods. In the case of material defects that are or should have been recognisable through proper inspection in accordance with the statutory provisions and the provisions set out in these General Conditions of Sale, the period shall commence as soon as this inspection should have been completed. Hidden material defects must be reported immediately after their discovery. Any defect discovered as a result of the inspection in accordance with clause 5.4, sentence 2, must be reported before installation or attachment. The notification must be made in writing and sent directly to AXXERON Hydraulics. It must be worded precisely so that AXXERON Hydraulics can take remedial measures and secure recourse claims against

upstream suppliers without further enquiry with the customer, and must otherwise comply with the statutory provisions. The employees, sales representatives or other sales agents of AXXERON Hydraulics are not authorised to accept notifications of defects or make warranty statements outside the business premises of AXXERON Hydraulics. For the sake of clarity, it is noted that an investigation is not a necessary prerequisite for a complaint within the meaning of Section 377 of the German Commercial Code (HGB).

5.6. After proper notification in accordance with Section 5.5, the customer may assert the legal remedies provided for in these General Conditions of Sale and claim reimbursement of expenses in accordance with Section 445a of the German Civil Code (BGB). Subject to any written confirmations to the contrary from AXXERON Hydraulics, the following shall apply, subject to the recourse provisions under Section 445a BGB (recourse by the customer against AXXERON Hydraulics in the event that it has to bear expenses in relation to its customer within the scope of subsequent performance pursuant to Section 439 (2) and/or (3) and/or (6) sentence 2 BGB) due to a breach of the obligation to deliver goods free of defects. In the event of improper notification, the customer may only assert legal remedies if AXXERON Hydraulics has intentionally concealed the defect. Statements made by AXXERON Hydraulics regarding defects serve only to provide factual clarification and do not, in particular, constitute a waiver of the requirement for proper notification.

5.7. The customer shall have no legal remedies for the delivery of defective goods if they are responsible for the quality or suitability for use of the goods that are not covered by the agreements made with AXXERON Hydraulics, or if the customer would not be responsible for the delivery of defective goods in their business relationships with their customers under the relevant statutory provisions and/or on the basis of the agreements made between the customer and their customers.

- 5.8. Insofar as the customer is entitled to legal remedies for the delivery of defective goods in accordance with the provisions of these General Conditions of Sale, he shall be entitled, without waiving the statutory provisions and objections contained in these General Conditions of Sale, in particular without waiving the objection of disproportionateness pursuant to Section 439 (4) of the German Civil Code (BGB), to demand subsequent performance from AXXERON Hydraulics within a reasonable period of time after notification of a defect in accordance with the statutory provisions. The place of performance for subsequent performance is the delivery address specified in Section 3.4 of these General Conditions of Sale. AXXERON Hydraulics shall bear the expenses necessary for subsequent performance, insofar as these are not increased by the use of the goods outside Germany. However, once the customer becomes aware of or should have become aware of the defect, they are obliged to take all reasonable measures to minimise the expenses necessary for subsequent performance.
- 5.9. The involvement of third parties to remedy defects generally requires the consent of AXXERON Hydraulics.
- 5.10. In the event that subsequent performance is rejected as uneconomical, ultimately fails, is not possible or is not carried out within a reasonable period of time, the customer shall be entitled, notwithstanding other legal remedies provided for in these General Conditions of Sale, to reduce the price or, after setting a deadline and threatening rejection, to withdraw from the contract in accordance with the statutory provisions. Notwithstanding the above provisions, in the cases of Section 323 (2) BGB and Section 445a (2) BGB, it is not necessary to set a deadline. The dispensability of setting a deadline in accordance with clause 6.1, sentence 1 of these General Conditions of Sale also remains unaffected. Notwithstanding the customer's legal remedies, AXXERON Hydraulics is always entitled, in accordance with the provision in clause 3.6 of these General Conditions of Sale, to repair defective goods or deliver a replacement before the customer has declared their withdrawal. In the case of legal defects, subsequent performance shall take place either by AXXERON Hydraulics modifying the goods in such a way that the legal defect no longer exists or by obtaining a licence.

5.11. With the exception of the cases regulated in Section 5.12 of these General Conditions of Sale, any claims by the customer for the delivery of new defective goods shall become time-barred one (1) year after the start of the statutory limitation period and for used defective goods six (6) months after the start of the statutory limitation period. The suspension of the limitation period under Section 445b (2) of the German Civil Code (BGB) (limitation of recourse claims in the supply chain) remains unaffected in any case.

5.12. Notwithstanding clause 5.11. of these General Conditions of Sale, the statutory warranty periods shall apply to claims pursuant to Section 438 (1) No. 1 BGB (claims if the defect consists of a right in rem of a third party on the basis of which the surrender of the purchased item can be demanded, or of any other right entered in the land register);

- if the goods are newly manufactured items which are buildings and/or items which have been used for a building in accordance with their normal use and have caused its defectiveness;
- if the customer's claims are based on an intentional and/or grossly negligent breach of contract;
- in the event of fraudulent concealment of a defect;
- if a guarantee has been given for the quality of the goods;
- in the event of the assumption of a procurement risk within the meaning of Section 276 of the German Civil Code (BGB);
- for claims due to injury to life, limb and/or health;
- for claims under the Product Liability Act.

The above provisions do not imply a reversal of the burden of proof.

5.13. Replacement delivery or repair does not result in new limitation periods.

6. Withdrawal

6.1. In addition to the provision in Section 5.10, the customer is entitled to withdraw from the contract in accordance with the relevant statutory provisions if the services incumbent on AXXERON Hydraulics have become impossible, AXXERON Hydraulics is in default with the fulfilment of its main

contractual obligations or has otherwise materially breached its obligations under this contract. Without waiving any further legal requirements, a separate written request addressed directly to AXXERON Hydraulics immediately after the due date is always required to bring about the default, even in the case of a calendar-determined performance period, to perform the service within a reasonable period of time.

6.2. Without waiving any further legal rights, AXXERON Hydraulics shall be entitled to withdraw from the contract without replacement if the performance of the contract is or becomes prohibited by law, if the customer objects to the validity of these General Conditions of Sale, if the special provisions of the Sale of Consumer Goods (Sections 474 et seq. of the German Civil Code (BGB)) apply, if the written order confirmation from AXXERON Hydraulics is received by the customer later than fourteen (14) calendar days after its date of issue, if insolvency proceedings are initiated against the customer's assets, if the customer fails to meet essential obligations to AXXERON Hydraulics or third parties without providing a justifiable reason, if the customer provides inaccurate information about their creditworthiness, if the cover promised by a credit insurer is reduced for reasons for which AXXERON Hydraulics is not responsible, or if AXXERON Hydraulics is no longer able to fulfil its performance obligations for other reasons for which AXXERON Hydraulics is not responsible, which are reasonable, taking into account its own legitimate interests and those of the customer that were apparent at the time the contract was concluded, and in particular the agreed consideration.

7. Liability for damages and expenses

7.1. The liability of AXXERON Hydraulics for damages and expenses shall be governed by the following provisions in clauses 7.1 to 7.10 of these General Conditions of Sale, in addition to the above provisions in clauses 5.6 and 5.8 of these General Conditions of Sale. Subject to a limitation period in accordance with Section 5.11. in conjunction with Section 5.12. of these General Conditions of Sale, the following shall remain unaffected in all cases, even if this is not specifically mentioned below

- the statutory provisions under Section 327u of the German Civil Code (BGB) and Section 445a of the German Civil Code (BGB) (recourse by the customer against the seller in the event that the customer has to bear expenses in relation to its customer within the scope of subsequent performance under Section 439 (2) and/or (3) and/or (6) sentence 2 of the German Civil Code (BGB)); and
- the obligation of AXXERON Hydraulics to bear the expenses necessary for subsequent performance in accordance with Section 439 (2) and/or (3) BGB as well as expenses in accordance with Section 439 (6) sentence 2 BGB, provided that the goods sold by AXXERON Hydraulics are newly manufactured items, whereby such a claim presupposes that the claim for subsequent performance pursuant to Section 439 (1) BGB is not time-barred in accordance with these General Conditions of Sale.

7.2. The customer is primarily obliged to accept offers of subsequent performance in accordance with the provisions in clause 3.6. or to exercise the legal remedies provided for in clauses 5. and 6. and may only claim damages for remaining disadvantages, but in no case in lieu of other legal remedies.

7.3. AXXERON Hydraulics shall only be liable for damages or futile expenses incurred by the customer if the damage or futile expenses

- a. are caused by a culpable breach of an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely (essential contractual obligation), or
- b. are attributable to a grossly negligent or intentional breach of duty.

7.4. If AXXERON Hydraulics is liable in accordance with Section 7.3. a) of these General Conditions of Sale for the breach of an essential contractual obligation, the liability for damages shall be limited to the damage typically occurring and foreseeable for AXXERON Hydraulics at the time of conclusion of the contract as a result of the breach of duty with regard to the occurrence and amount of damage. If the negligent breach of a material contractual obligation is due to a delay in delivery for which AXXERON Hydraulics is responsible, notwithstanding clause 7.4, sentence 1 of these General Conditions of Sale, the liability for damages shall be limited to 0.5% for each

full week of delay, up to a maximum of 5% of the net purchase price of the goods affected by the delay, provided that this is less than the damage that was foreseeable and typically occurs for AXXERON Hydraulics at the time of conclusion of the contract as a result of the breach of duty with regard to the occurrence and amount of damage. If the negligent breach of an essential contractual obligation is due to the delivery of defective goods for which AXXERON Hydraulics is responsible, the liability for damages shall be limited to 200% of the net purchase price of the goods affected by the delay, in deviation from clause 7.4. sentence 1 of these General Conditions of Sale, liability for damages shall be limited to 200% of the net purchase price of the goods concerned, provided that this is less than the damage typically occurring and foreseeable for AXXERON Hydraulics at the time of conclusion of the contract as a result of the breach of duty with regard to the occurrence and amount of damage.

- 7.5. The limitations of liability set out in sections 7.2 to 7.4 of these General Conditions of Sale shall not apply to liability (a) under the Product Liability Act, (b) due to the assumption of a guarantee for the quality of the goods, (c) in the event of the assumption of a procurement risk within the meaning of Section 276 of the German Civil Code (BGB), (d) due to fraudulent concealment of a defect, (e) for damages resulting from culpable injury to life, limb or health, and (f) for damages based on grossly negligent or intentional breach of duty.
- 7.6. Except for liability (a) under the Product Liability Act, (b) for assuming a guarantee for the quality of the goods, (c) for assuming a procurement risk within the meaning of Section 276 of the German Civil Code (BGB), (d) for fraudulent concealment of a defect, (e) for damages resulting from culpable injury to life, limb or health, and (f) for damages based on gross negligence or intentional breach of duty, liability for damages arising from the delivery of used goods is excluded.
- 7.7. The customer's obligation to mitigate damages in accordance with § 254 BGB remains unaffected. Any agreement between the customer and its customers that increases the customer's legal liability to its detriment

constitutes a breach of this obligation to mitigate damages and – insofar as the customer's legal liability has been increased to its detriment – leads to the exclusion of any claim for compensation against AXXERON Hydraulics.

7.8. The customer is obliged to limit its liability for expenses and damages in its business relationships with its customers in terms of reason and amount within the scope of what is legally possible and customary in the industry.

7.9. AXXERON Hydraulics is only liable for damages in accordance with the provisions of these General Conditions of Sale due to the breach of contractual and/or pre-contractual obligations incumbent on the customer. Any recourse to competing bases for claims, e.g. fault in the conclusion of the contract in accordance with Section 311 (3) of the German Civil Code (BGB), positive breach of contract in accordance with Section 280 BGB or tortious claims in accordance with Section 823 BGB, is excluded. Insofar as AXXERON Hydraulics' liability for damages is excluded or limited, this shall also apply to the personal liability of the organs, employees, workers, representatives and vicarious agents of AXXERON Hydraulics.

7.10. The above provisions in Section 7 of these General Conditions of Sale apply subject to

- § 327u BGB (German Civil Code);
 - § 445a BGB (recourse of the customer against AXXERON Hydraulics in the event that it has to bear expenses in relation to its customer within the scope of subsequent performance pursuant to § 439 (2) and/or (3) and/or (6) sentence 2 BGB); and subject to
 - the expenses to be borne by AXXERON Hydraulics for the purpose of subsequent performance in accordance with § 439 (2) and/or (3) BGB as well as expenses in accordance with § 439 (6) sentence 2 BGB, provided that the goods sold by AXXERON Hydraulics are newly manufactured items,
- also for claims by the customer for reimbursement of expenses.

7.11. AXXERON Hydraulics does not assume any contractual indemnification obligations towards the customer. At the customer's request and instead of making a payment to the customer, AXXERON Hydraulics shall only indemnify the customer against third-party claims to the extent that the customer would have its own claim for damages against AXXERON Hydraulics on the basis of the provisions set out in these General Conditions of Sale.

7.12. Notwithstanding any further statutory or contractual claims by AXXERON Hydraulics, the customer shall be obliged to pay AXXERON Hydraulics the following damages:

- a. In the event of late payment, the customer shall pay the reasonable costs of judicial and extrajudicial legal proceedings, but at least a flat rate of €40.00 plus interest at a rate of 9 percentage points above the base rate of the Deutsche Bundesbank.
- b. Subject to the customer proving that no damage or only significantly less damage has been incurred, AXXERON Hydraulics shall be entitled, in the event of default of acceptance or agreed but no call-off of the goods by the customer after the expiry of a reasonable grace period set by AXXERON Hydraulics without notice, to demand lump-sum compensation amounting to 15% of the respective net purchase price without providing evidence.

7.13. Section 348 of the German Commercial Code (HGB) (contractual penalty) shall not apply.

8. Retention of title

8.1. AXXERON Hydraulics retains title to the goods sold until all current and future claims against the customer arising from the contract have been paid in full. Unless the customer has made advance payment and there is no cash transaction within the meaning of Section 142 InsO, AXXERON Hydraulics also retains title to the goods sold for all current and future claims arising from the ongoing business relationship.

8.2. During the period of retention of title, the customer shall grant AXXERON Hydraulics employees access to the goods subject to retention of title at any

time during normal business hours. The customer is obliged to insure the goods subject to retention of title against theft, damage and destruction and, at the request of AXXERON Hydraulics, to store the goods separately at its own expense or to demarcate them appropriately, to mark them clearly as the property of AXXERON Hydraulics and to take all measures necessary to comprehensively secure the retention of title. The customer hereby assigns the claims accruing against the insurance companies to AXXERON Hydraulics in full and irrevocably as security; AXXERON Hydraulics accepts the assignment.

8.3. During the period of retention of title, the customer shall immediately notify AXXERON Hydraulics in writing if a third party asserts claims or rights to the goods subject to retention of title or to the claims assigned to AXXERON Hydraulics in accordance with the provisions on retention of title, and shall support AXXERON Hydraulics free of charge in pursuing its interests. If a third party acquires rights to the goods subject to retention of title during the existence of the retention of title, the customer's claims against the third party, together with all rights, are hereby irrevocably assigned to AXXERON Hydraulics as security; AXXERON Hydraulics accepts the assignment.

8.4. The customer may sell the goods subject to retention of title in the ordinary course of business and only on condition that he is not in default of payment and that the payment from the purchaser to the customer is not due before the date on which the customer has to pay the price to AXXERON Hydraulics. The customer is not entitled to make other dispositions (e.g. transfer by way of security, pledging, etc.). The customer hereby assigns to AXXERON Hydraulics, by way of security, in full and irrevocably, all claims against its customers arising from the sale of the goods subject to retention of title, together with all ancillary rights. If the customer includes the claims from a sale in a current account relationship with its customers, it hereby assigns the current account claims resulting from the balancing to AXXERON Hydraulics as security, in full and irrevocably. AXXERON Hydraulics accepts the assignments.

- 8.5. The customer remains authorised to collect claims assigned to AXXERON Hydraulics on a fiduciary basis for AXXERON Hydraulics as long as they are not in default of payment. The customer is not entitled to assign the claims to third parties. The customer must keep incoming payments separate and forward them to AXXERON Hydraulics immediately, regardless of any further payment terms granted by AXXERON Hydraulics, until the secured claims of AXXERON Hydraulics have been settled in full. If payment is made by transfer to the customer's bank, the customer hereby irrevocably assigns to AXXERON Hydraulics the claims to which they are entitled against their bank. If the customer receives bills of exchange to settle claims against third parties, he hereby irrevocably assigns to AXXERON Hydraulics the claims to which he is entitled against the bank in the event of discounting the bill of exchange. AXXERON Hydraulics accepts the assignments.
- 8.6. The goods shall be processed and treated for AXXERON Hydraulics as the manufacturer within the meaning of Section 950 of the German Civil Code (BGB), without any liabilities arising for AXXERON Hydraulics as a result. If the goods delivered by AXXERON Hydraulics are mixed, combined or otherwise joined with other items in such a way that the ownership of AXXERON Hydraulics expires by operation of law, the customer hereby transfers its ownership or co-ownership rights to the new item to AXXERON Hydraulics. combined or connected in such a way that AXXERON Hydraulics' ownership expires by operation of law, the customer hereby transfers its ownership or co-ownership rights to the new item to AXXERON Hydraulics and shall hold it in trust for AXXERON Hydraulics free of charge.
- 8.7. If necessary, the customer shall inquire to what extent the goods are still subject to retention of title. AXXERON Hydraulics is not obliged to quantify the extent of the retention of title without being asked to do so upon payment. If goods subject to retention of title that have not yet been paid for in full are in the customer's custody, AXXERON Hydraulics shall release the goods at the customer's request, provided that the invoice value of the goods exceeds the sum of the outstanding claims by more than 20% and there are no rights of separation in favour of AXXERON Hydraulics. The same applies if claims against third parties have replaced the goods subject to retention

of title and these are asserted by AXXERON Hydraulics in its own name. Furthermore, AXXERON Hydraulics shall release securities at the customer's request if the market price of the securities exceeds the sum of the secured claims by more than 50% plus the value added tax incurred during realisation.

8.8.If goods subject to retention of title that have not yet been paid for in full are in the customer's custody and insolvency proceedings are initiated against the customer's assets, or if the customer fails to fulfil its obligations to AXXERON Hydraulics or third parties without providing a justifiable reason, AXXERON Hydraulics may withdraw the customer's right of possession and demand the return of the goods without withdrawing from the contract. AXXERON Hydraulics is not entitled to demand the return of the goods if the insolvency administrator decides to fulfil the contract and the price has been paid.

8.9.In the event of withdrawal from the contract, in particular due to default of payment by the customer, AXXERON Hydraulics is entitled to sell the goods on the open market and to satisfy its claims from the proceeds. Notwithstanding any other rights to which AXXERON Hydraulics is entitled, the customer is obliged to reimburse AXXERON Hydraulics for the expenses incurred in concluding the contract, the previous contract processing and the termination of the contract, as well as the costs of retrieving the goods.

9. Software

9.1.If software is included in the scope of delivery, the customer is granted a non-exclusive right to use the delivered software, including its documentation. It is provided for use on the goods intended for this purpose. Use of the software on more than one system is prohibited.

9.2.The customer may only reproduce, revise, translate or convert the object code into source code to the extent permitted by law (Sections 69 a ff. UrhG). The customer undertakes not to remove or alter manufacturer information, in particular copyright notices, without the prior express consent of AXXERON Hydraulics.

9.3. All other rights to the software and documentation, including copies, remain with AXXERON Hydraulics or the software supplier. The granting of sub-licences is not permitted.

10. Other provisions

10.1. Neither a handwritten signature nor an electronic signature is required to comply with the written form requirement. Communications to AXXERON Hydraulics by fax or e-mail satisfy the written form requirement, as do other text forms, without the conclusion of the declaration having to be specifically indicated.

10.2. The data received about the customer in connection with the business relationship will be processed by AXXERON Hydraulics in accordance with the Federal Data Protection Act and the General Data Protection Regulation.

10.3. The customer is obliged to monitor the goods delivered by AXXERON Hydraulics after they have been placed on the market and to inform AXXERON Hydraulics immediately in writing if there are indications that the goods may pose a risk to persons, property or the environment or that official measures (e.g. market surveillance, product tests, recall orders) are being initiated. The customer shall also inform AXXERON Hydraulics in writing without being asked if AXXERON Hydraulics has to comply with special reporting, registration or information obligations or special advance notification or other market access requirements or has to fulfil document retention obligations due to regulations applicable in the customer's country or in the country where the goods are used by the customer.

In the event of a product recall or other safety-related measure, the customer shall support AXXERON Hydraulics to a reasonable extent and, in particular, shall take all possible and reasonable measures to avert or limit damage.

If the cause of a recall or comparable measure is attributable to circumstances within the customer's sphere of risk (e.g. improper use, faulty

further processing, lack of labelling or information by the customer), the customer shall bear the costs incurred by the recall to a reasonable extent.

10.4. Without AXXERON Hydraulics waiving any further claims, the customer shall indemnify AXXERON Hydraulics without limitation against all claims by third parties that are asserted against AXXERON Hydraulics on the basis of product liability or similar no-fault provisions, insofar as the liability is based on circumstances which, such as the presentation of the product by the customer or other third parties controlled by the customer, were established without the express written consent of AXXERON Hydraulics. The indemnification also includes, in particular, reimbursement of expenses incurred by AXXERON Hydraulics and is promised by the customer without further conditions or other objections, in particular waiving compliance with monitoring and recall obligations and waiving the objection of limitation.

10.5. AXXERON Hydraulics reserves all property rights, copyrights, other industrial property rights and rights arising from know-how in relation to illustrations, drawings, calculations, samples and other documents provided by AXXERON Hydraulics in physical or electronic form, as well as in relation to software. They must be kept confidential from third parties and may only be used for the execution of the respective order.

10.6. Notwithstanding further legal provisions, the suspension of the limitation period shall also end if the suspending negotiations are not continued for more than four weeks. A new start of the limitation period for claims by the customer requires in any case an express written confirmation from AXXERON Hydraulics.

11. General contractual basis

11.1. The place of delivery is specified in clause 3.4 of these General Conditions of Sale. The place of payment and performance for all other obligations arising from the legal relationship between AXXERON Hydraulics and the customer is 32457 Porta Westfalica. These provisions shall also apply if AXXERON Hydraulics performs services for the customer at another

location or if services rendered are to be reversed. The agreement of other clauses of the Incoterms or clauses such as "delivery free..." or similar only results in a deviating provision regarding transport and transport costs; otherwise, the provisions set out in these General Conditions of Sale remain in force.

11.2. German law and the customs applicable in Germany shall apply exclusively to contractual and non-contractual legal relationships with the customer. In case of doubt, the Incoterms® 2020 of the International Chamber of Commerce shall apply when using trade clauses, taking into account the provisions set out in these General Conditions of Sale. Deviations from these contractual principles shall arise exclusively on the basis of individual agreements made between AXXERON Hydraulics and the customer and these General Conditions of Sale.

11.3. All contractual and non-contractual disputes arising from or in connection with contracts to which these General Conditions of Sale apply, including their validity, invalidity, breach or termination, as well as insolvency disputes, shall be finally settled in accordance with the version of the Rules of Arbitration of the German Institution of Arbitration e.V. (DIS) in force at the time of filing the notice of commencement, to the exclusion of ordinary legal proceedings. The arbitral tribunal shall consist of three arbitrators and, in disputes with a value of less than €150,000, of one arbitrator. The place of arbitration shall be Cologne, and the language shall be German. The jurisdiction of the arbitral tribunal shall also exclude, in particular, any statutory jurisdiction provided for on the basis of a personal or factual connection. If this arbitration agreement is or becomes invalid, the local and international exclusive jurisdiction of the courts responsible for 32457 Porta Westfalica shall be agreed upon for the resolution of all disputes with merchants, legal entities under public law and/or special funds under public law. However, AXXERON Hydraulics is entitled, instead of bringing an action before the arbitration tribunal and irrespective of the validity of the arbitration agreement, to bring an action before the court with jurisdiction for 32457 Porta Westfalica, before the

courts at the customer's place of business or before other competent state courts.

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