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§ 1 Scope of Application

(1) All of our company's deliveries, services and transactions towards/with enterprises or public law entities or special assets concerning deliveries and services shall exclusively be effected in accordance with the Terms and Conditions of Sale, Delivery and Trade below. These conditions form part of any contracts which we conclude with our contracting partners with respect to deliveries, services and other commercial objects.

(2) Any deviations, alterations and amendments to these Conditions require text form. Individual contractual agreements between the parties (Section 305b of the German Civil Code – BGB) shall in any case take precedence over these Conditions; in this respect, they are not subject to the requirement of text form.

(3) The company is entitled to amend these Conditions with effect for future contracts where there is a material reason for doing so, in particular due to changes in the law, supreme court case law, regulatory requirements or substantial changes in the market and procurement situation. Amendments will be notified to the contracting partner in text form; the notification shall contain the content of the amendment, the reason for the amendment as well as the time of the intended entry into force. The contracting partner may object to the amendment in text form within six (6) weeks of receipt of the notification of amendment; we shall specifically draw attention to this in the notification of amendment. If the contracting partner objects in due time, the existing Conditions shall continue to apply to existing contracts. Amendments to the main contractual obligations (in particular performance, consideration, price structure) shall in all cases require the express agreement of both parties.

(4) Any of our contracting partners' terms and conditions of business shall not apply, even if we have not expressly contradicted their validity in individual cases. Even if our contracting partners refer to their terms and conditions of purchase, sale, delivery, production and/or trade in one document or several documents directed to us or if they otherwise make such terms and conditions available to the public or their contracting partners, this shall not constitute any consent to the validity of those terms and conditions on our part. The acceptance of an order or any other conduct implying an intent shall not incorporate such terms and conditions into the provisions of this contract either.

(5) These terms and conditions of sale and delivery shall – as far as a mutual commercial transaction is concerned – also apply to any future legal relations with our contracting partners, even if no explicit reference is made to the former in individual cases.

§ 2 Offer and Offer Documents

(1) All of our offers are subject to change and without engagement unless they have been expressly declared to be binding. If our offer has not been expressly declared to be binding or if it is subject to a certain time limit for acceptance and if our contracting partner accepts such an offer, the contract shall only be deemed to have been concluded upon our written confirmation. Unless explicitly otherwise stated in the offer, the binding period shall be 30 days from submission of the offer.

(2) Any specifications made by us regarding the subject matter of the delivery or service (e.g. weights, measurements, utility values, resilience, tolerance ranges and technical data) as well as our representation of the same (e.g. drawings and illustrations) shall be deemed to be only approximately authoritative unless the usability for the intended purpose requires strict conformity. They do not constitute guaranteed quality features, but descriptions or markings of the relevant delivery or service. Deviations which are customary in this line of business and deviations which occur due to legal provisions or represent technical improvements as well as a replacement of components by parts of the same value shall be admissible insofar as they do not impair the usability for the purpose intended by the contract.

(3) We reserve the right or copyright in any offers and estimates of costs submitted by us as well as in any drawings, illustrations, calculations, prospectuses, catalogues, models, tools and other documents or auxiliary means

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provided by us. The contracting partner shall not be permitted any use of such items outside the use stipulated in the contract. Our contracting partner may neither make such objects or their content available to any third parties nor use or reproduce them itself or via third parties without our express consent. At our request, our contracting partner must return all such objects to us and destroy any possibly created copies thereof if it does not need them in the ordinary course of business or if negotiations should not result in the conclusion of a contract.

(4) The contractual partner shall examine the information contained in the tender documents for apparent inconsistencies and feasibility regarding the intended project. The partner must notify us in text form of any apparent inconsistencies within ten (10) working days of receipt of the documents. Failure to provide such notification precludes the contractual partner from relying on such inconsistencies, insofar as they were apparent to the partner. Statutory rights regarding defects remain unaffected.

§ 3 Conclusion of Contract; Text Form

(1) Contracts regarding the manufacture of objects and/or machines shall be concluded by means of a contractual instrument issued in text form by both parties (contract of manufacture). Even if production commences without a prior contractual instrument, the parties shall be obliged to conclude a contract of manufacture in text form which fully reflects the agreements made. A commercial letter of confirmation shall not replace the contractual instrument.

(2) Verbal declarations on our part shall only become effective upon our confirmation in text form. This shall also apply to any collateral agreements or amendment agreements. Any failure to respond on our part shall not be regarded as consent. A unilateral reference by the contracting partner to negotiations having taken place shall not bring about the conclusion of a contract.

(3) The legal relations between us and our contracting partners shall be governed by (i) the contract of manufacture and (ii), in supplementation thereto, by these Conditions, unless the contract of manufacture provides otherwise. Individual contractual agreements shall take precedence (Section 305b of the German Civil Code – BGB).

§ 4 Prices; Payment

(1) Prices apply to the scope of performance, delivery and business specified in § 2 ss. 1 of the contract of manufacture. Any increased or additional performances are charged extra.

(2) Prices are to be understood in EUROS, ex works, plus packaging, statutory value-added tax, fees and other public charges as well as any further costs connected with the contract. Customs duties and import charges of the country of destination shall be borne by the contracting partner.

(3) In the event of material changes in the cost factors relevant for price formation – in particular personnel costs (e.g. due to collective bargaining adjustments or industrial disputes), raw material, energy or transport costs, exchange rate fluctuations, charges imposed by authorities or unforeseeable procurement difficulties – we shall be entitled to adjust the price in accordance with the following provisions and, in the event of a cost reduction, obliged to do so. The adjustment shall be limited to the extent to which the respective cost item has actually changed; any increase beyond this or any improvement in profit margin are excluded. We shall inform the contracting partner in text form of the intended adjustment, setting out the relevant cost change, not later than fourteen (14) days after we become aware of the factors triggering the change. In the event of a price increase of more than five (5) percent compared to the originally agreed price, the contracting partner may withdraw from the contract in text form within a further fourteen (14) days of receipt of the notification.

(4) Unless otherwise agreed, payments are to be effected into one of our accounts within 14 days after receipt of the invoice, without any deductions. Every invoice shall be deemed to have been received within 3 days after despatch unless our contracting partner proves the contrary.

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(5) The date on which we receive payment shall be authoritative for the payment date. Cheques shall only be regarded as payment after they have been honoured. If our contracting partner does not pay by maturity, the former shall have to pay interest on the outstanding amounts at the applicable statutory default interest rate from the due date. In addition, we are entitled to the statutory default interest in accordance with § 288 IV 1 of the German Civil Code (BGB). In business dealings with merchants, our statutory right to interest (§§ 352, 353 HGB) remains unaffected from the due date. The assertion of higher interest and further claims for damages in the event of default shall remain unaffected.

(6) Unless otherwise agreed, 50 per cent of the (purchase) price to be paid to our company shall be due upon placement of the order and another 50 per cent shall be due upon delivery.

(7) We shall have the right to make any further deliveries conditional on receipt of payment in due time.

(8) We shall be entitled to effect or render any outstanding deliveries or services only against payment in advance or on security if after conclusion of the contract any circumstances become known to us which are prone to diminish our contracting partner's creditworthiness considerably and by which payment of the receivables on our part from the relevant contractual relationship (including receivables from other individual contracts to which the same framework contract applies) to be effected by the contracting partner is put in danger. In this case we shall also have the right to both withdraw from the contract and demand immediate payment and/or restitution of the items already delivered. If the items reclaimed have already been used, we shall be entitled to demand an appropriate utilisation charge. If the items reclaimed have been reduced in value due to their use or for any other reasons lying within our customer's sphere, we shall also have the right to demand compensation for the decrease in value.

(9) We shall be entitled to set off our contracting partner's payments first against its older debts and to set off incoming payments first against costs and interest and then against the main performance. In the event that legitimate doubts about the contracting partner's solvency arise after conclusion of the contract, we shall have the right to demand payment in advance or provision of securities. If the contracting partner does not comply with such a request, we shall be entitled to terminate the contract by means of withholding its performance.

(10) Any set-off of counterclaims by our contracting partner or any retention or reduction of payments by our contracting partner owing to such claims shall only be admissible if the counterclaims incontestably exist or have been officially found to be valid.

§ 5 Delivery; Delay

(1) Unless otherwise agreed, our deliveries shall be effected EXW (Incoterms 2020 = ex works), Germany, 96215 Lichtenfels, Michael Och Straße 9.

(2) The observance of delivery periods presupposes that any documents, necessary declarations of authorisation and approval, particularly plans, to be furnished by the contracting partner are received in due time and that the contracting partner adheres to the terms of payment agreed and to any other obligations stipulated. If these requirements are not fulfilled early enough, the delivery periods shall be reasonably extended unless we are responsible for the delay.

(3) Any periods and dates for deliveries and services proposed by us shall only be regarded as approximate unless a fixed time limit or fixed deadline has been promised or stipulated. Insofar as despatch has been agreed, the delivery periods and delivery dates shall refer to the point in time at which the goods in question are delivered into the custody of the forwarding agent, carrier or any other third party entrusted with the transport.

(4) Insofar as it has been agreed that a fixed quantity is to be delivered within a stipulated period of time and that our contracting partner shall have the right to determine the delivery date (quota on call), delivery of the relevant goods must be requested from us twelve weeks before the desired delivery date at the latest. After

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the fixed period of time has lapsed without any supplies having been ordered on call, we shall be entitled to deliver the quantity which has not yet been ordered and charge the latter to the contracting partner.

(5) We shall not be liable for any impossibility of, or delays to, our performances insofar as these have been caused by force majeure or any other events not foreseeable at the time of conclusion of the contract for which we are not responsible. These include in particular fire, natural disasters, weather, floods, epidemics and pandemics, war, riot, terrorism, official measures, sanctions and embargoes, cyberattacks or serious failures of IT or telecommunications infrastructure, interruptions of operations, difficulties in the procurement of materials or energy, delays in transit, strikes, lawful lock-outs, shortage of labour, energy or raw materials, as well as the absence of supply, or incorrect or untimely supply, by upstream suppliers, insofar as we are not responsible for the same. We shall inform the contracting partner without undue delay in text form of the occurrence and the expected duration of such events. In the event of hindrances of temporary duration, the delivery and performance periods shall be extended by the duration of the hindrance plus an appropriate starting period. If the hindrance lasts longer than three (3) months, both parties shall be entitled to withdraw in text form from the contract with respect to the part of the performance affected thereby.

(6) We shall be entitled to effect partial deliveries if

- the partial delivery is usable within the bounds of the purpose intended by the contract
- the supply of the remaining goods ordered is guaranteed
- our contracting partner will not incur a considerable additional expense or additional costs thereby

(unless we agree to assume such costs).

(7) If we fall behind with a delivery or service or if the performance of a delivery or service becomes, regardless of whatever reason, impossible for us, our liability shall be restricted to damages in accordance with § 10 of these Conditions.

(8) We shall determine the type and extent of transport packaging and other packaging having regard to the requirements of safe transport, the applicable statutory provisions (in particular the German Packaging Act – VerpackG) and our internal sustainability standards, and shall endeavour to limit the quantity of packaging to what is required for safe transport. Transport and other packaging may be returned to us for the purposes of reuse or recycling; the costs of return shall be borne by the contracting partner. Individually agreed deviating packaging requirements shall remain reserved.

§ 6 Passing of Risk

The risk of accidental loss and accidental deterioration of the delivery performance shall pass to the contracting partner as soon as we have delivered the goods into the custody of a forwarding agent, carrier or any other person entrusted with the transport, at the latest however upon their leaving our works. Where the goods are made available for collection, the risk shall pass to the contracting partner upon notification of readiness for despatch/collection. In the case of purely electronic delivery (data transmission), performance shall be deemed to have been rendered upon verifiable provision of the data for retrieval or upon despatch to the agreed receiving address; the risk of any transmission error shall pass to the contracting partner at this point in time.

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§ 7 Storage; Acceptance; Notice of Defect(s)

(1) If the contracting partner is in default of acceptance after the risk has passed, he still has to pay the purchase price. In these cases, we are entitled to store the goods at the risk and expense of the contracting partner. Upon request, we will insure the goods for the duration of the storage at the expense of the contracting partner.

(2) If finished parts are stored by us, storage costs shall be 0.25 % of the invoice amount of the delivery items to be stored per lapsed week. If tools are stored, storage costs shall be 0.5 % of the invoice amount of the tools to be stored per lapsed week. The assertion and proof of higher or lower storage costs shall remain unaffected.

(3) Moulds, holding fixtures, gauges and tools provided by the contracting partner to us for the purpose of project implementation (hereinafter referred to as "items") shall – unless otherwise agreed – be stored for two (2) years; the period shall begin at the end of the calendar year in which the respective project business was terminated.

After expiry of the storage period the items shall be available for return. The contracting partner may declare in text form within four (4) weeks of expiry of the storage period which of the following options he chooses: the contracting partner wishes to have his items sent to him at his own cost (transport/despatch at the contracting partner's expense) or organises collection; the contracting partner wishes to conclude a storage agreement providing for further storage subject to a fee; the contracting partner instructs us in text form to scrap/dispose of the items in an appropriate manner.

The items shall be available for return as from expiry of the storage period; the contracting partner shall, within the aforementioned period, name a collection date or instruct a forwarding agent with the collection.

If no timely and proper declaration is made within the aforementioned four-week period, the items shall initially continue to be stored. We reserve the right to charge a storage/handling flat rate in accordance with our price list as in force from time to time – alternatively on the basis of actual effort – as from the first day after expiry of the four-week period.

As a precaution, the contracting partner shall be granted a grace period of one (1) further year as from expiry of the four-week period for written instructions or for collection/organisation of the return. Prior to any realisation or disposal, we shall send the contracting partner a final warning in text form in which we shall specifically identify the items concerned, set a final period of at least four (4) weeks from receipt for collection or a binding instruction, and expressly draw attention to the realisation or disposal upon fruitless expiry of this period. The warning shall be sent to the address of the contracting partner last known to us. Upon fruitless expiry of the period set in the final warning, we shall be entitled to realise or dispose of the items in an appropriate manner in order to clear our storage areas.

Any realisation proceeds shall be set off against the costs incurred up to that point (e.g. storage, handling, transport, realisation/disposal). Any remaining surplus shall be paid out to the contracting partner; any shortfall shall be invoiced to the contracting partner.

(4) Insofar as an acceptance is required by the nature of the performance, it shall be effected without culpable delay and be documented by means of an acceptance certificate in text form. Material defects shall entitle the contracting partner to refuse acceptance; acceptance must not be refused on account of immaterial defects, which shall be documented in the acceptance certificate.

A deemed acceptance shall apply if (a) we have notified the contracting partner in text form of the readiness for acceptance and requested him to effect acceptance upon setting a reasonable period of at least fourteen (14) calendar days, (b) we have expressly informed the contracting partner in the request of the consequences of a failure to accept or an unjustified refusal of acceptance, and (c) the contracting partner has not given notice of any material defects in text form within this period. The unreserved putting into use of the performance shall be equivalent to acceptance, provided that we have informed the contracting partner in advance of this effect.

(5) In all other respects, it shall be mandatory for any complaints, especially notifications of defects to reach our company without delay, but not any later than within 10 days of receipt of the delivery performance (in the case

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of hidden defects without delay, but not any later than within 10 days of their detection) in text form. Insofar as the contracting partner does not lodge complaints or does not give notifications of defects in due time or in text form as stipulated, the delivery performance shall be considered to be flawless with respect to the complaint which has not been lodged in due time or form or with respect to the defect of which has not been given notice in due time or form. If the contracting partner accepts the delivery performance despite being aware of a defect, the former shall only be entitled to any rights derivable from such defectiveness if it expressly reserves its rights which are based on this defect in text form.

(6) The mere notice of a defect shall not in itself constitute the commencement of negotiations within the meaning of Section 203 of the German Civil Code (BGB); statutory grounds for suspension shall remain unaffected.

§ 8 Warranty, Liability for Defects

(1) The warranty period is one year from delivery or, insofar as an acceptance is necessary, one year from acceptance.

(2) The goods are free of material defects if they comply with both the subjective and objective requirements at the time of transfer of risk, Section 434 of the German Civil Code. The basis of the liability for defects is first of all the agreement reached on the quality of the goods, as such all product descriptions and manufacturer information, that are the subject of the order or that were announced by us when the contract was concluded, shall apply as an agreement on the quality of the goods. The objective requirements which the goods must meet are based on the suitability for normal use, the usual and expected condition and the handover including accessories (in particular packaging and instructions). This may be deviated from if the contractual partner was specifically informed prior to the submission of his contractual declaration that a certain characteristic of the goods deviates from the objective requirements and the deviation in the above sense was expressly and separately agreed. Deviations in quality, weight, size, thickness, width, finish, pattern and color which are customary in the trade and which are permissible or minor in accordance with quality standards shall not constitute defects.

(3) Unless expressly stated otherwise, the items delivered by us only have to meet the legal requirements applicable in Germany. The responsibility for the integration of the products in technical, structural and organizational conditions that prevail in the premises of the contracting partner rests exclusively with the contracting partner. The contracting partner is responsible for the suitability of the installation location of the products.

(4) The contracting partner is solely responsible for assessing the suitability of the delivery items and contractual services for its purposes. Insofar as products are manufactured and sold by the contracting partner using the delivery items or contractual services, it is the sole responsibility of the contracting partner to avoid design and manufacturing defects in the products he has placed on the market by means of comprehensive production-related testing and quality control. The contracting partner shall indemnify us from all third party claims that arise in violation of these obligations.

(5) The contracting partner's rights of defects presuppose that he has duly complied with his inspection and complaint obligations in accordance with § 377 of the German Commercial Code (HGB). Unless the contracting partner and we have expressly agreed on acceptance, the contracting partner must inspect the delivered goods immediately after delivery to him or a third-party recipient named by him and notify any defects immediately. §§ 377, 381 of the German Commercial Code (HGB) and the regulations in this paragraph apply accordingly. The objects supplied shall be deemed to have been approved unless we receive a written notification of defects regarding obvious defects or any other defects which were discernible in the course of an immediate, careful examination within seven working days after supply of the delivery item or, otherwise, within seven working days after the discovery of the defect or any earlier point in time at which the defect was discernible for the contracting partner during normal use of the delivery item without closer inspection. If acceptance has been agreed, but does not take place within seven days after written notification of readiness for acceptance, the risk of property passes to the contracting partner after this period has expired, unless acceptance is refused for reasons for which we are responsible. Insofar as delivered items are put into operation without reservation, this counts as acceptance,

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regardless of whether we still have to provide deliveries or other services, in particular assembly work. If our contractual obligations also include the assembly of the delivery item, an acceptance report will be drawn up after its completion, which must be signed by the contracting partner and us. Defects that are known to the contracting partner at this point in time or that are obvious are to be recorded in this protocol. If these defects are not recorded, our object is deemed to have been accepted without defects.

(6) At our request, the delivery item rejected must be returned to us carriage free. If the complaint is justified, we shall refund the costs of the most inexpensive transport route; this shall not apply if the costs increase because the delivery item is situated in a place other than the place of contractual use.

(7) If the objects supplied show material defects, we shall, in the first instance, be obliged and entitled to effect a subsequent improvement or substitute delivery at our discretion on condition that we decide on such a procedure within an appropriate period of time. The obligation to remove and re-install pursuant to Section 439 (3) of the German Civil Code (BGB) shall be governed by the agreed contractual use of the delivery item. Expenses for removal and re-installation shall be reimbursed insofar as the contracting partner, at the time of conclusion of the contract and in accordance with the nature and intended purpose of the delivery item, has installed it into another item or attached it to another item. Claims for reimbursement of expenses shall be excluded insofar as such expenses are increased by the fact that the delivery item has subsequently been brought to a place other than the contractually agreed establishment of the contracting partner, unless such transport corresponds to the contractual use. To carry out all subsequent improvements or substitute deliveries that we consider necessary, the contracting partner must give us the necessary time and opportunity after notification, otherwise we are exempt from liability for defects. In the event of a substitute delivery, the contracting partner is obliged to return the defective part. If the contracting partner's request for the removal of defects turns out to be unjustified, we can demand that the contractual partner reimburse the costs incurred.

In the event of failure, i.e. impossibility, unacceptability, refusal of or undue delay in the subsequent improvement or substitute delivery, our contracting partner may withdraw from the contract or reduce the purchase price adequately.

(8) We are entitled to make supplementary performance dependent on the contracting partner paying the due purchase price or, if applicable, the current installment, whereby the contracting partner is entitled to withhold part of the payment corresponding to the defect.

(9) Any claims on the contracting partner's part due to the expenditures necessary for the purpose of subsequent improvement, particularly transport costs, travel costs, labour costs and materials costs shall be excluded insofar as such expenditures increase because the delivery item has subsequently been taken to a place other than the contracting partner's place of business unless the movement complies with its contractual use.

(10) Any claims for damages pursuant to § 10 shall remain unaffected by this.

(11) If any components made by other manufacturers show defects which we are unable to remedy for licensing reasons or factual reasons, we shall have the choice of asserting our warranty claims towards the manufacturers and suppliers for our contracting partner's account or assigning such claims to our contracting partner. Pursuant to these Conditions, warranty claims with respect to such defects which appear under the other circumstances shall only exist if the judicial enforcement of the above-mentioned claims against the manufacturer and supplier has been unsuccessful or if it is hopeless, for instance owing to insolvency. For the duration of the legal dispute the statute of limitations on the warranty claims in question shall be suspended.

(12) We expressly insist that an assumption of guarantees or of the procurement risk on our part requires a written agreement. Any indications comprised in our catalogues, on our websites or in other items of general information shall at no time constitute a guarantee or an assumption of a procurement risk.

(13) Warranty shall be excluded if our contracting partner effects any changes to the delivery item or has the latter changed by any third parties without our consent and if the removal of defects becomes impossible or unacceptably difficult thereby. In any case our contracting partner shall bear the additional costs of such a remedial action which accrue due to the change.

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(14) A delivery of used items agreed with the contracting partner in an individual case shall be effected to the exclusion of liability for material defects. Excepted are liability for intent and gross negligence, for injury to life, limb or health, for the assumption of a guarantee or of a procurement risk, as well as any mandatory liability under the Product Liability Act; § 10 of these Conditions shall apply accordingly.

(15) The contracting partner is under an obligation to notify us of any recourse claim arising in the supply chain immediately after obtaining knowledge thereof. Statutory rights of recourse on the contracting partner's part against us shall only exist insofar as the contracting partner has not entered into any agreements with its customer which go beyond the statutory claims based on defects.

(16) Warranty claims shall not exist with respect to a slight deviation from the quality agreed, a minor impairment of the usability as well as non-reproducible software errors.

(17) The contracting partner's claims against us based on a defect of the delivery item shall be governed conclusively by the foregoing provisions of this § 8. Claims for damages pursuant to § 10 as well as mandatory statutory claims – in particular under the Product Liability Act and upon assumption of a guarantee – shall remain unaffected.

§ 9 Property Rights

(1) In accordance with § 8 we guarantee that the delivery item is free from any industrial property rights or third-party property rights; yet this guarantee shall be restricted to the country of the place of delivery.

(2) In the event that the delivery item infringes an industrial property right or copyright held by a third party we shall have the choice of altering or exchanging the delivery item at our expense in such a manner that third-party rights are no longer infringed, whereas the delivery item continues to fulfil the functions stipulated in the contract or providing our contracting partner with the right of use by conclusion of a licensing agreement. Should we fail to do so within an appropriate period of time, our contracting partner shall be entitled to withdraw from the contract or reduce the purchase price adequately. Any possible claims for damages on our contracting partner's part are subject to the restrictions of § 10 of these Conditions. The contracting partner shall not have the right to demand a compensation for futile expenditures.

(3) Our obligations specified in the foregoing shall only exist if the contracting partner notifies us immediately and in text form of the claims asserted by the relevant third party, if the former does not recognise such claims and if any defensive measures and settlement negotiations are reserved to us. If the contracting partner discontinues its use of the delivery in order to reduce the damage or for any other valid reasons, the former shall be obliged to draw the third party's attention to the fact that the discontinuation of use does not entail any acknowledgement of an infringement of property rights.

(4) If products of other manufacturers delivered by us cause any infringements of rights, we shall have the choice of asserting our claims towards the manufacturers and upstream suppliers for our contracting partner's account or assigning such claims to the contracting partner. In accordance with § 8 of these Conditions, any claims against us shall only exist in such cases if the judicial enforcement of the above-mentioned claims against the manufacturers and upstream suppliers has been unsuccessful or if it is hopeless, for instance owing to insolvency.

(5) Any claims on the contracting partner's part shall be excluded insofar as it is responsible for the infringement of property rights. Any claims on the contracting partner's part shall also be excluded insofar as the infringement of property rights is caused by specifications made by the contracting partner, by an application which we are unable to foresee or by the fact that the delivery is changed by the contracting partner or if it is used together with products not supplied by us.

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§ 10 Liability for Damages Based on Fault

(1) Our liability for damages, regardless of whatever cause in law, especially from impossibility, default, defective or wrong delivery, breach of contract, infringement of obligations regarding contract negotiations and tort shall, insofar as the cause in question involves fault, be limited in accordance with the following clauses.

(2) We shall not be liable in the event of ordinary negligence on the part of our executive bodies, legal representatives, employees or any other vicarious agents unless such ordinary negligence constitutes an infringement of substantial obligations of the contract.

(3) Insofar as we are liable for damages on the merits, such liability shall be limited to instances of damage which we foresaw as a possible consequence of a breach of contract when the contract was concluded or which we should have foreseen while exercising due diligence. Compensation for indirect damage or consequential damage resulting from defects of the delivery item can only be demanded from us insofar as such cases of damage were typically to be expected during the intended use of the delivery item.

(4) In the event of liability for ordinary negligence, our obligation to compensate for instances of material damage and any further pecuniary loss resulting therefrom shall be limited, per individual occurrence of damage, to an amount of EUR 5,000,000, even if an infringement of substantial contractual obligations has been committed. Insofar as our product liability insurance provides for a higher sum insured in the individual case, this higher sum insured shall apply as the upper liability limit. Any further-reaching limitation may be agreed individually.

(5) The aforementioned exclusions and restrictions of liability shall apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.

(6) Insofar as we furnish technical information or act in an advisory capacity and such information or advice is not included in the scope of performance owed by us as stipulated in the contract, this shall be done free of charge and to the exclusion of any liability whatsoever.

(7) The foregoing restrictions shall not apply in the case of mandatory liability, e.g. liability for intentional or grossly negligent conduct, for guaranteed quality features, for injury to life or limb or health, liability pursuant to the Product Liability Act and for an infringement of substantial contractual obligations. Any claim for damages due to an infringement of substantial contractual obligations shall, however, be limited to such instances of damage which are foreseeable and typical of this type of contract unless intent or gross negligence is involved or it is a matter of liability for injury to life, limb or health. The foregoing regulation shall not entail a change in the burden of proof to the contracting partner's disadvantage.

(8) Any claims for damages for the loss of stored data shall be excluded if the loss could have been prevented from occurring by a proper data backup.

§ 11 Reservation of Ownership

(1) The reservation of ownership as hereinafter stipulated shall serve the purpose of securing any of our already existing current and future claims from the supply relationship between the contracting partners including any balance claims from a current account relationship restricted to this supply relationship.

(2) The goods delivered by us shall remain our property until full payment of any secured claims from the business connection with the contracting partner has been effected (hereinafter referred to as "reserved property"). In the event of a default of payment our contracting partner shall be obliged to restitute the reserved property at its expense if so requested by us. The demand for restitution of the reserved property is not accompanied by a withdrawal from the contract unless the withdrawal is explicitly declared in text form.

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(3) If the contracting partner intends to move the reserved property to a location outside Germany, he must immediately take the measures required by the law of this location to safeguard our retention of title at his own expense and notify us of this intention without delay.

(4) Our reserved property is to be kept in trust for us by our contracting partner and the goods are to be kept separate from his own property and the property of third parties. In particular, the latter shall insure the reserved property against burglary, theft, damage caused by fire or water as well as any other risks existing with our contracting partner or ensure that such an insurance policy which has already been taken out also covers the reserved property. Our contracting partner even now assigns to us any claims on its insurance company from an occurrence of the insurance contingency regarding our reserved property.

(5) If any third parties lay claim to our reserved property, especially by seizure, our contracting partner shall immediately point out our ownership to them and notify us thereof in order to enable us to assert our property rights. Insofar as the third party in question is not prepared to reimburse us for the legal costs or extra-judicial costs accruing in this connection, our contracting partner shall be liable to us in this respect.

(6) The contracting partner shall be entitled to resell the delivery performances subject to the reservation of ownership in the ordinary course of business. If the contracting partner resells these goods in its turn without receiving the full purchase price in advance or stage by stage against delivery of the purchased item, the former shall have to agree a reservation of ownership with its customer in accordance with these Conditions. The contracting partner even now assigns its claims from such a resale as well as the rights from the reservation of ownership agreed – in the case of co-ownership of the reserved goods proportionally to the co-owner's share – to us. We authorise our contracting partner to collect the claims assigned to us in its own name, with this authorisation being subject to revocation. We shall only be entitled to revoke this authorisation for collection in the event of realisation.

At our request, the contracting partner shall be obliged to notify the purchasers of the assignment and furnish us with any information or documents necessary for the assertion of our rights towards the purchasers. The contracting partner shall only be authorised to collect the claims from the resale despite the assignment as long as the former duly fulfils its obligations towards us.

(7) If the reserved property is processed, combined or mixed by our contracting partner, it is agreed that the process, combination or mixture (hereinafter referred to as "process") shall be effected on our behalf and for our account as manufacturer and that we shall immediately acquire ownership or – if the process involves materials from several owners or if the value of the processed object exceeds the value of the reserved goods – co-ownership (severalty) of the newly created object in proportion of the value of the reserved goods to the value of the newly created object. The value at the time of process shall be authoritative. In the event that no such acquisition of ownership should occur on our part, the contracting partner even now assigns to us its future ownership or – in the aforementioned proportion – its co-ownership of the newly created object by way of security. If the reserved goods are combined with other objects to form a unified object or if they are inseparably mixed and if one of the other objects must be regarded as the main constituent, our contracting partner shall, insofar as the latter owns the main constituent, assign co-ownership of the unified object to its purchaser/customer only on a pro rata basis in the proportion described in sentence 1. If the contracting partner combines or mixes the reserved property with an object owned by a third party in return for payment, the former shall even now assign its claim for remuneration against such a third party to us.

(8) We shall release the reserved goods as well as the objects or claims taking their place at our contracting partner's request and discretion insofar as their value exceeds the value of the secured claims by more than 50%.

(9) If the contracting partner's conduct is not in conformity with the contract, particularly in the event of a delay or default in payment as well as of a petition for the commencement of insolvency proceedings against the contracting partner's assets or in the case of dismissal of such proceedings for lack of assets, the contracting partner shall be obliged to restitute the reserved performances at our request, with any rights of retention being excluded.

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The delivery performance shall then be subject to our unrestrained power of exploitation. If the contracting partner has been provided with software, any rights of use and utilisation granted to the former within the bounds of the contract shall expire in such a case.

§ 12 Auxiliary Means for the Execution of Orders

(1) If we make any (auxiliary) models, moulds, tools etc. (hereinafter referred to as “tools”) within the framework of the performance commissioned, they shall not form part of the order performance, but remain our property unless otherwise agreed in text form.

(2) Insofar as we manufacture auxiliary models, moulds, tools, etc. (hereinafter referred to as “tools”) within the framework of the commissioned performance, these shall not form part of the order performance and shall remain our property unless otherwise agreed in text form. After acceptance of the commissioned performance we shall keep the tools for a period of three (3) years, without thereby acknowledging any legal obligation to do so. After expiry of this period we shall be entitled to scrap the tools unless a further storage or a transfer of ownership against adequate remuneration has previously been expressly agreed with the contracting partner in text form.

(3) § 7 (3) shall apply to the safekeeping of moulds, holding fixtures, gauges and tools provided by the contracting partner.

(4) The payment of tooling, model, mould, fixture, development, engineering, initial sample or other one-time costs (non-recurring costs), whether as a separate item, as a cost share included in a serial or unit price or in any other form, shall **not** result in the contracting partner acquiring ownership of the respective tools, models, moulds, fixtures, prototypes, initial samples or development results, shall **not** give rise to any claim for surrender of the aforementioned items or of the associated design, manufacturing and process documentation, and shall **not** grant any right of use going beyond the contractual supply, in particular no right to use, or have used by third parties, the aforementioned items or documentation. The foregoing shall also apply where the one-time costs have been fully paid or have been economically settled (e.g. by amortisation over the unit price). Any transfer of ownership, of surrender rights or of extended rights of use to the items and documentation referred to in sentence 1 shall require an express and separate agreement in text form specifically identifying the object of transfer, the point in time of transfer and the consideration to be paid. The mere reference to tooling or development costs in offers, order confirmations, invoices or other contractual documents shall not constitute such an agreement. Our advance-performance and safekeeping duties under § 12 (2) and (3) shall remain unaffected.

§ 13 Software

(1) Insofar as data processing programs (hereinafter referred to as “software”) are included in our scope of delivery, we shall grant to our contracting partner a non-transferable and non-exclusive right to use such software, with this right being limited in time pursuant to the regulations of the scope of delivery.

(2) The use comprises the complete and partial inputting of data (copying) of the software and the data stock as well as the creation of further copies of such material in machine-readable form insofar as this is necessary for the use stipulated in the contract. Our contracting partner may combine the software provided with other data processing programs. However, the former shall not be permitted to effect any changes or rearrangements to the software.

(3) Any sublicensing shall be inadmissible. The protective notices, copyright notices and any other legal reservations must not be changed in any manner.

(4) If the supplied software contains components which are subject to open-source licences (in particular copyleft licences), the respective licence terms shall apply with priority to such components; we shall specifically draw the

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contracting partner's attention to such licence terms. Our warranty shall extend to such open-source components only insofar as this is legally admissible under the respective licence terms.

(5) Updates, upgrades, patches and other maintenance services shall only be owed insofar as this has been expressly agreed in text form. The provision of the source code is not owed.

(6) Where software is supplied as a component of, or for the control of, the delivery item, the contracting partner shall take appropriate IT security measures. We shall not be liable for any damage insofar as such damage has been caused or contributed to by a violation of appropriate IT security measures within the contracting partner's sphere of responsibility, in particular by inadequate access protection, a lack of data backup, changes which have not been approved, an insecure network connection or a failure to install agreed security updates.

§ 14 Inventions

(1) If any inventions arise within the framework of contractual collaboration which may lead to industrial property rights, the party whose employees or authorised agents made the invention shall exclusively be entitled to lodge applications for property rights. The parties shall inform each other of relevant invention reports and planned applications for property rights. Should the party which possesses the rights in the invention not envisage an application for property rights itself, the parties shall come to an understanding about a possible transfer of the rights in the invention.

(2) If inventions are made within the framework of contractual collaboration which involve employees or authorised agents of several parties (hereinafter referred to as "joint invention"), it shall be agreed separately in each individual case which of them should lodge possible applications for property rights and where such applications should be lodged. Such an application can also be lodged jointly; in this case, the costs shall be borne by the parties involved proportionally to each party's contribution to the invention. In the event of joint inventions or common property rights and/or copyrights, each party shall be entitled to renounce its contribution in favour of the other party at all times. The renouncing party shall take any precautions and measures on time in order to enable the other party to safeguard its interests.

(3) Should any party intend to abandon a property right within the meaning of subsection (1) or (2) (alternative 1) or transfer the same to a third party (alternative 2), the former shall have to notify the other parties thereof without delay. The respective other party shall have the right to an assumption free of charge (with respect to alternative 1) or the right of first refusal (with respect to alternative 2).

(4) Rights, materials and knowledge (including industrial property rights and copyrights) which we already possessed prior to conclusion of the contract or which we developed independently of this contract (background rights) shall remain with us without restriction. There shall be no claim to a transfer or licensing of such background rights. Insofar as a licence to background rights is required for the contractual use of the delivery item, we grant the contracting partner a non-exclusive, non-transferable, non-sublicensable right of use for the agreed purposes. A transfer of rights to development services which we render upon specific order of the contracting partner shall require a separate agreement in text form. Background rights shall include in particular manufacturing know-how, tool and fixture concepts, process parameters, calculation methods, software and data structures, templates, test methods and internal standards.

§ 15 Transfer of Rights and Obligations

Subject to any statutory provisions concerning the admissibility of prohibitions of assignment the transfer of rights and obligations requires our written consent to be legally effective.

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§ 16 Compliance with Legal Provisions

(1) Both parties undertake to comply with all laws and statutory provisions applicable to the contractual relationship and its performance. These include in particular the provisions on combating corruption and bribery, antitrust law, the Money Laundering Act, foreign trade law (in particular the German Foreign Trade Act – AWG, the German Foreign Trade Ordinance – AWV, the Dual-Use Regulation (EU) 2021/821 as well as applicable US re-export regulations) as well as national and international sanctions and embargo provisions (in particular of the EU, the USA, the UN Security Council, as well as other relevant sanctions regimes).

(2) We maintain a Code of Conduct setting out the principles of our entrepreneurial conduct; this is available on request. The contracting partner assures that he will uphold equivalent principles within his sphere of responsibility, in particular with respect to the protection of human rights, the prohibition of child and forced labour, fair working conditions, occupational health and safety and environmental protection. Reference is made in particular to the Universal Declaration of Human Rights, the core labour standards of the International Labour Organization (ILO) and the OECD Guidelines for Multinational Enterprises.

(3) Insofar as the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz – LkSG) or comparable provisions (in particular Directive (EU) 2024/1760 after its implementation) apply to one of the parties, the parties shall, as far as reasonable, support each other in fulfilling their respective statutory obligations. This includes in particular the provision of information and cooperation in risk analyses. Such support shall be provided only to the extent legally required, reasonable and proportionate; legitimate confidentiality interests, trade secrets as well as third-party rights shall be preserved. We align our business operations with the principles of human rights and environmental due diligence and comply with the due diligence obligations applicable to us, to the extent applicable, under the German Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz – "LkSG") and under Directive (EU) 2024/1760 (the Corporate Sustainability Due Diligence Directive – "CSDDD"), once transposed into national law. Upon request, and to the extent reasonable, we shall provide the contractual partner with appropriate evidence of the due diligence measures implemented (in particular the policy statement, risk analysis and preventive measures).

(4) Insofar as the delivery item contains chemical substances, mixtures or articles falling within the scope of Regulation (EC) No 1907/2006 (REACH), we comply with the obligations incumbent upon us under REACH insofar as we are obliged to do so in the respective individual case in our capacity as manufacturer, importer, downstream user or supplier within the meaning of the REACH Regulation, and provide REACH-compliant safety data sheets to the extent legally required.

(5) In the event of any resale, the contracting partner shall be responsible for compliance with the relevant foreign trade law provisions, in particular German, European and US (re-)export control law as well as sanctions and embargo provisions. He shall indemnify us from all claims and consequences arising from a violation of these provisions for which he is responsible.

(6) The contracting partner shall be responsible for compliance with the national provisions applicable to him (in particular regarding approval, installation, operation, maintenance and repair of the delivery items).

(7) If there is reasonable suspicion that the contracting partner is in breach of the foregoing obligations, we shall be entitled – upon fruitless expiry of a reasonable cure period set by us, insofar as such a cure period is reasonable – to terminate the contract extraordinarily for cause. No cure period shall be required if a serious breach exists (in particular corruption/bribery, child or forced labour, sanctions violations) or if cure is impossible.

(8) Insofar as personal data is processed in the course of contractual performance, the parties shall observe the applicable data protection provisions, in particular Regulation (EU) 2016/679 (GDPR) and the Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG). Where necessary, the parties shall conclude separate agreements (e.g. a data processing agreement pursuant to Article 28 GDPR).

(9) We maintain a complaints procedure in accordance with RHS-MS-1031, through which indications of infringements of human rights, environmental obligations or the principles set out in paragraphs (1) and (2) may be reported via the channels described therein. The procedure is open to employees of our contracting partner as well

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as to persons in our contracting partner's and our own upstream and downstream supply chain. The contracting partner is entitled to refer to this procedure in fulfilment of its own human rights and environmental due diligence obligations. We shall prohibit any disadvantage to persons who make use of this procedure. The aforementioned channels are also open to reports under the German Whistleblower Protection Act (Hinweisgeberschutzgesetz – HinSchG) to the extent that its scope is engaged. Whistleblower protection under the HinSchG shall remain unaffected.

§ 17 Applicable Law; Interpretation of Clauses

(1) In addition to these Conditions, the law of the Federal Republic of Germany shall exclusively apply, with the provisions of the Convention on Contracts for the International Sale of Goods (UN Sales Law) and the conflict of law rules under private international law being excluded.

(2) Clauses customary in commerce shall be construed in accordance with the latest version of the Incoterms.

§ 18 Other

(1) Unless otherwise agreed in text form, the place of performance is 96215 Lichtenfels/Germany.

(2) The exclusive venue for any disputes concerning legal relations between the contracting partner and our company within the territory of the Federal Republic of Germany shall be, at our option, Coburg or our contracting partner's head office. Mandatory statutory provisions about exclusive legal venues shall remain unaffected by this regulation.

Any disputes with contracting partners concerning legal relations outside the territory of the Federal Republic of Germany shall be arbitrated in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) by means of a final decision to be pronounced by one or several arbitrators appointed in compliance with the aforementioned rules and without any possibility of resort to the general courts of law. The parties may agree that different rules of arbitration be applied. The place of the arbitration proceedings is Frankfurt am Main. The language used for the arbitration proceedings is – at our discretion – German or English. The arbitration proceedings are subject to the German Law of Civil Procedure insofar as the arbitration rules do not contain anything to the contrary.

(3) We process personal data of our contracting partners for the purpose of contract performance on the basis of Article 6 (1) lit. b and f GDPR. Insofar as this is necessary for the performance of the contract, data shall be transferred to third parties (e.g. transport companies, insurance companies, payment service providers). Further information on the data processing is contained in our privacy notice, available at: <https://www.r-hofmann.de/datenschutz/>.

(4) Insofar as the contract or these Conditions contain any regulatory gaps, those legally effective regulations which the contracting partners would have agreed on the basis of the economic objectives of this contract and the purpose of these Conditions if they had been aware of the relevant regulatory gap shall be deemed to have been agreed to fill such gaps.

(5) Should individual provisions of these Conditions be or become wholly or partly invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. Insofar as the invalid or unenforceable provisions are subject to the content review pursuant to Sections 305 et seq. of the German Civil Code (BGB), the statutory provision shall take their place. In all other respects, the parties shall replace the invalid or unenforceable provision by a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same shall apply to any contractual gaps.