

**Terms and Conditions  
of  
immuG Rohr + Schlauch (Pipe + Tube) GmbH**

**A. Delivery**

**1. Our offers are non-binding**

Delivery and invoicing shall take place at the prices and conditions last announced prior to dispatch or collection of the goods. The terms of delivery stated by us in the order confirmation are binding. We deliver to our direct customers within Germany from a goods value of € 1,500.00 net, all general cargo and postal shipments "free domicile". Shipping and packaging costs will be charged for all shipments. Deliveries are ex works. The shipping route is determined by immuG Rohr + Schlauch GmbH. Any additional costs arising from a shipping method requested by the customer shall be borne by the customer.

**2. The goods are shipped at the buyer's risk**

If the goods are ready for dispatch and the shipment or collection is delayed due to reasons for which we are not responsible, the risk is thus transferred to the buyer upon their receipt of the notification of dispatch readiness. The shipment counts as completed as of this date.

**3. Minimum order value**

The minimum order value for all deliveries is € 600.00 net. A deviation from the order value is possible in the case of prototype construction or similar. The minimum order value does not apply to all orders from our online store. The quantities actually delivered shall be invoiced. In the case of call-off orders, we are entitled to purchase the material for the entire order and to produce the entire order quantity immediately. It is not possible for the buyer to change the order. Partial deliveries are permissible.

**4. Packaging**

Other packaging (paper, foil and much more), in particular special packaging and pallets, will be invoiced at normal market conditions and will not be taken back.

**5. Delivery deadlines**

An obligation to comply with agreed delivery deadlines is only accepted under the prerequisite of an undisturbed operational process; especially cases of force majeure and other disruptive events affecting ourselves, our suppliers or the transport companies, for example operational- or traffic disruptions, fire, floods, labour-, energy- or raw material shortages, strikes, lockout and Government measures exempt us from the obligation to timely delivery and furthermore gives us the right to cancel delivery without subsequent delivery obligation.

Claims for damages from delay or delivery cancellation are ruled out as far as legally possible.

The customer retains the statutory right of withdrawal.

In the case of contracts for which fulfilment consists of multiple deliveries, non-fulfilment, defective- or delayed fulfilment of a delivery does not effect other deliveries of the contract.

**6. Return**

The return of the sold goods is principally ruled out.

**7. The institution of bankruptcy or a settlement procedure, declarations in lieu of an oath as per § 807 ZPO, emergent payment difficulties or signs of significant deterioration in the customer's financial position entitle us to immediately cancel deliveries and to refuse the fulfilment of running contracts.**

8. We reserve the ownership and copyrights to cost-estimations, designs, drawings and other documents; these may only be made available to third parties with our consent. Drawings and other documents belonging to offers are to be returned on request and in all cases where we are not awarded the contract.

Insofar as we have delivered items based on drawings, models, samples or other documents provided to us by the customer, the latter shall guarantee that rights of third parties have not been infringed. If third parties interdict us with regards to proprietary rights, in particular the production and delivery of such items, we have the right - without being required to check the legal situation - to stop all further activities and to claim damages. The customer furthermore undertakes to immediately exempt us from any connected third party claims.

9. Parts to be provided by the customer for fulfilment of the order, e.g. metal components to be incorporated, are to be delivered to our factory free of charge, on time, in perfect condition and in the agreed quantities or with a reasonable excess amount for possible waste. If this does not take place, we thus have the right to charge for the costs incurred and to not take up or to interrupt the fabrication at our discretion. Agreed deadlines for these deliveries will then be void.

Any costs resulting from the testing of experimental components, in particular for moulds and tools, are charged additionally. If we make or acquire moulds, tools or other installations or systems for the production, we calculate the costs for these as part of production. In view of our construction service, the previously mentioned items remain in our property.

## **B. Reservation of proprietary rights**

- 1.a) We reserve title to all goods delivered by us until all claims, including contingent and future claims, to which we are entitled have been paid in full.  
hold against the customer with regards to the relevant business relations, have been fulfilled (§§ 362 ff. BGB).
- b) The enforcement of our proprietary rights, especially by the taking back of the goods, which is permitted in cases of payment delay or endangerment of our proprietary rights, is not considered a withdrawal from the contract.
- c) Without prejudice to the payment obligation of the customer we have the right to
- aa) sell the reclaimed goods at the best price on the open market and credit the proceeds, or
  - bb) Credit of the goods to the contract value - less any discounts granted and less a reduction in value of 10% (basic contract price).

In all cases we are additionally entitled to offset our reclaim costs from the credit to the amount of 10% of the credited amount. The customer remains free to prove a lower actual depreciation or lower reclaim costs.

- c) The customer is to immediately inform us of a pledge of or of any other interference with our proprietary rights and to confirm the proprietary rights with both the third parties as well as with ourselves in writing. A pledge or assignment of security by the customer of goods delivered under reservation of proprietary rights is prohibited.
- e) The customer is to adequately insure the reserved goods against fire and theft.
- Claims against the insurance resulting from damage concerning the reserved goods are herewith assigned to us in the amount of the value of the reserved goods. The Purchaser shall notify the insurance of the claim assignment.
- f) An acquisition of ownership of the reserved goods by the customer with regards to § 950 BGB in the case of adaptation or processing of the reserved goods into a new product is ruled out. A possible adaptation or processing takes place for us without this resulting in any obligations for ourselves. The adapted or processed goods serve as our security.

In case of connection, mixing or combination with other products which do not belong to us (§§ 947, 948 BGB) we are entitled to co-ownership of the new product in proportion to the value of the reserved goods used to produce the new product to the total calculated value of the other products used for the production. If the customer acquires full ownership of the new product, the contractual parties are in agreement that the customer will grant us co-ownership of the new product in proportion to the value of the adapted or connected, mixed or combined reserved goods. The resulting new product will be considered as reserved goods within the meaning of these terms.

The customer will store these goods for us with due diligence and agrees to provide us with the information necessary to exercise such rights and to provide us with insight into their records in this respect.

- 2.a) The customer's proceeds from the selling-on of the reserved goods are hereby assigned to us with all ancillary rights, and this regardless of whether the reserved goods are sold-on without or after adaptation, processing, combination or mixing or whether they are sold to one or multiple buyers.

If the assigned proceeds are included in a current invoice against third party debtors, thus the agreed assignment will also relate to the claims on the current account.

The assigned proceeds serve as security for all our rights and claims according to B 1.a).

- b) In the event that the reserved goods are sold by the customer along with other goods which do not belong to us, albeit after connection, mixing, adaptation or processing, the assignation of the purchase price proceeds according to B. 2.a) will apply to the amount of the order price of the reserved goods plus 20%, which after incoming of the amount will be offset with interest and costs as agreed, and where the unused excess amount must be reimbursed.
- c) If the reserved goods are used by the customer for the fulfilling of a work- or work performance contract, the proceeds from the work- or work performance contract are thus pre-assigned to us to the same extent, as is determined under B. 2.a) and b).
- d) The customer is only entitled and authorised for the selling-on or other use of the reserved goods under the condition that receivables signified under B. 2.a) up to c) are transferred to us.

They shall not be entitled to dispose of the reserved goods in any other way.

- e) Despite the assignment the customer is authorised for the collection of the receivables. Our right of collection remains unaffected by the customer's collection authorization. However, we will not collect the receivables ourselves as long as the customer duly meets his payment obligations. On our request they have to inform us about the debtors of the assigned receivables, provide us with the necessary information and documents as well as inform the debtor about the assignment.
- f) In the cases referred to under A. 7 the customer's authority for selling-on of the reserved goods and for collection of the receivables assigned to us is voided.

- 3.a) The reservation of proprietary rights in accordance with the foregoing provisions shall also be upheld if individual claims of ours are included in a current invoice and the statement was issued and accepted.
- b) The reservation of proprietary rights in accordance with the foregoing provisions expires once all the requirements listed above under B. 1.a) have been fulfilled. The ownership of the reserved goods is thereby transferred to the customer, and the assigned receivables belong to them.
4. If the value of our existing securities consistently exceeds our receivables by more than 20%, we are thus obliged to release securities of our choice upon request by the customer.

### **C. Payment conditions**

1. Our invoices are payable strictly net within 14 days of the invoice date, unless other terms of payment have been agreed.

The invoice date coincides with the date of shipment.

2. After the expiry of the due date we are entitled to charge interest at 8% above the then current base rate of the Deutsche Bundesbank. Our right to assert compensation for damages due to delay remains unaffected.
3. We reserve the right to cancellation of credit at any time, even if it lies within the granting of payment-deadlines according to these terms. We are also at any time entitled to request a guarantee for an existing receivable which is deemed as sufficient at our discretion. If our request is not granted, then all of our receivables are immediately due.
4. Advance- and progress payments are not subject to interest.
5. The customer is only entitled to offsetting or withholding of payments if their counterclaim is undisputed or determined legally binding. Deductions which have not been expressly agreed, are not recognized.
6. Payments with discharging effect can only take place at our company in Walbeck and only to employees of our company who have been provided with a collection authority.

### **D. Liability conditions**

1. We will only be held responsible for our deliveries and services according to the following conditions:

- a) We compensate for considerable deficiencies through our choice of repair or replacement delivery. A conversion- or reduction claim is only accepted if in our opinion repair or replacement delivery cannot take place or the time limit for this has been exceeded.

In case of failure of the repair or of the replacement delivery or with a lack of assured properties the customer may at their discretion request reduction of the payment or cancellation of the contract.

Further claims, in particular claims for damages of any kind, are excluded as far as legally permitted.

- b) Our information about delivery items and services, on designated use etc. (e.g. dimensions, weight, hardness, utility value) is to be considered as approximate; they are descriptions or identifications, not assured properties.

Deviations from samples or from prior deliveries are avoided as far as technically feasible. Only significant differences constitute a warranty claim in accordance with D. 1.a).

No guarantee can be made for the adherence to specific weight or dimensions. Insofar as nothing else has been agreed, we reserve the right to deviations per item up or down within 10%.

As long as nothing else has been agreed, the statutory limitation period of 24 months applies to all warranty claims.

- c) Defects which are not to be handled by us are especially present with normal wear or damage resulting from improper handling not attributable to ourselves, especially also improper storage, or if the defect is based on a special use of goods which was not communicated to us in writing at the signing of the contract.
- d) Objections of any kind will only be considered if they are reported in writing within 10 days after receipt of the goods, with hidden defects within 10 days of their discovery, and if we so request the customer sends back the objected goods free of charge.
- e) There is no guarantee for used products.

2. Claims against ourselves, our legal representatives, agents or company employees for damages of any kind and from whatever legal ground, also arising from negligence in concluding the contract, from positive breach of contract and from unauthorised action according to §§ 823 ff. BGB are ruled out as far as legally permissible. This liability clause also applies to our consultation in word and writing and through efforts or

in any other way; the customer is especially not exempt from testing the suitability for the intended use themselves.

#### **E. Place of fulfilment, jurisdiction, other arrangements**

1. Place of fulfilment and jurisdiction for all claims from business relations, especially for our deliveries, is Stendal, even if sales or deliveries took place from a branch. This jurisdiction, which is above all valid for order of payment proceedings, also applies for disputes about origin and validity of contracts; regardless of the level of the subject we have the right to litigate at the district court Stendal or regional court in Magdeburg, and at our discretion at the competent courts for the domicile of the customer.

Only the laws of the Federal Republic of Germany apply.

2. Our terms of conditions, on which all agreements and offers are based, are considered as acknowledged upon order placement or acceptance of deliveries. They may be amended by us at any time. Deviating conditions are invalid, even if we do not expressly object to them; they are only valid if we acknowledge them in writing in the individual case.

The invalidity of individual provisions does not effect the the validity of the remaining provisions.

3. Telephonic or verbal agreements must be confirmed in writing in order to be legally valid.

Walbeck, February 2025