GENERAL TERMS AND CONDITIONS OF SALE AND CONSTRUCTION
JAEGER ENVIROTECH GMBH
(Version 10/2025)

I. Scope of application

These General Terms and Conditions of Sales and Construction for use in transactions with legal persons under private and public law apply to all contracts – including future contracts – for the sale and/or delivery of movable goods ("goods"), including construction services and other legal relationships. General purchasing conditions of the purchaser shall only be a component of this contract if we have expressly agreed to these in writing or in text form.

II. Quotation, order, and confirmation

1. Our quotations are non-binding. An order of goods by the purchaser shall be considered a binding contractual offer. If not otherwise indicated in the order, we are entitled to accept this contractual offer within 14 calendar days after we receive it. Oral agreements, in particular ancillary agreements and/or other commitments by our employees will only become legally binding if we confirm them in writing or text form.
2. Orders and confirmations are only legally binding if they are made in writing or text form.
3. Documents associated with the quotation/confirmation such as drawings, images, technical data, references to standards, and statements in advertising materials are not considered statements of characteristics, assured properties, or guarantees unless they are designated as such expressly in writing or text form.
4. Deviations between the delivered goods and and the respective quotations or order confirmations, samples, test, and preliminary deliveries are permitted either in accordance with applicable DIN/EN standards or other relevant technical standards, or following prior approval of the purchaser.

III. Prices and Payment Conditions

1. Our prices are provided in euros unless otherwise agreed, and apply in accordance with FCA Incoterms® 2020, not including packaging or VAT. Prices are calculated based on the pricing list valid on the date of conclusion of the contract.
2. Our invoices are due within 14 days with a 2% discount, or within 30 days net, starting with the invoicing date. Payments must be made within this term such that the amount necessary to pay the invoice is available to us at the latest by the due date. The agreed discount always applies only to the value of goods listed on the invoice, not including freight, and will only be granted if all purchaser liabilities have been fully paid at the time the discount is granted.
3. Invoices for amounts below 300 EUR and invoices for assembly, repairs, mold, and tooling costs are due and payable net after 8 days from the proper receipt of the invoice.
4. The purchaser shall fall into default upon expiration of the above payment terms (30 calendar days / 8 calendar days). Interest shall be charged on the purchase price or compensation owed during the period of default at the applicable statutory default interest rate. Our claim to commercial interest on maturity (Sec. 353 HGB - German Commercial Code) against merchants shall remain unaffected. We are also entitled under Sec. 288 BGB (German Civil Code) to invoice an administration fee of 40 EUR for the expenses incurred by us due to the default. We expressly reserve the right to assert further damages resulting from the default. If it becomes clear, after the agreement is concluded, (for instance because an application is placed to open insolvency proceedings) that our claim to the purchase price or compensation is endangered because the purchaser is unable to make payment, we are entitled to deny service and – after setting a grace period if applicable – to withdraw from the agreement in accordance with the law (Sec. 321 BGB). For agreements on the manufacturing of non-fungible goods, we can declare our withdrawal immediately. Legal regulations governing the requirement to provide a grace period shall remain unaffected.
5. The purchaser shall have rights of offsetting or retention only insofar as their claim is legally binding or is not disputed. If there are defects in our delivery or service, the rights of the purchaser shall remain unaffected.

IV. Delivery conditions and packaging

1. Upon handover of the goods to a freight or shipping company, and at the latest when said goods leave our warehouse – or the delivering factory for drop shipments – risk shall be transferred to the purchaser, according to FCA Incoterms® 2020, for all deliveries, including prepaid and free deliveries. The obligation and costs of unloading shall be borne by the purchaser. We will only provide transportation insurance at the instruction and cost of the purchaser.

   Upon request and at the cost of the purchaser, goods shall be shipped to another destination (sales shipment). If not otherwise agreed, we are entitled to select the type of shipment (in particular the transportation company, shipping route, packaging). However, in the case of sales shipments, the risk of accidental deterioration and accidental destruction of goods, as well as the risk of delay, shall be transferred already upon delivery of goods to the freight company, forwarding company, or other person or entity tasked with performing the delivery. If acceptance has been agreed to, this will determine the time of passing of risk.
2. If the purchaser falls into default of acceptance, if it fails to cooperate, or if our delivery is delayed for other reasons for which the purchaser is responsible, we are entitled to request reimbursement for any resulting damages, including additional expenses (such as storage costs) from the purchaser. We will charge, for each started calendar week, a flat rate compensation of 0.5 %, up to a maximum of 5 % of the net delivered value of the goods. Our right to prove higher damages and our other legal rights (in particular reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected. The above flat rate, however, must be offset against our further monetary claims. The purchaser is entitled to provide proof that no damages or significantly lower damages were suffered than the above flat rates.
3. If goods are delivered packaged, we will charge packaging according to a contractual agreement concluded for this purpose. Within the framework of the law, we will take back packaging we have delivered if the purchaser returns or sends it back to us within a reasonable time period.
4. We can make partial deliveries to a reasonable extent. For goods produced according to customer specifications, additional deliveries of up to 10 % of the ordered quantity shall be accepted.
5. If we agree to a call-off agreement, we are entitled to purchase materials for the entire ordered quantity and to manufacture or have the entire ordered quantity manufactured immediately. Unless otherwise agreed in writing or text form, change requests can no longer be taken into consideration after the agreement is concluded. Call-off dates and quantities can only be complied with within the framework of our delivery or manufacturing options, unless firm agreements are concluded for this purpose. If goods are not called in accordance with the contract, we are entitled to invoice them as delivered after the expiration of an reasonable grace period.
6. For purposes of proving the tax exemption of products delivered to customers in the European Union, we submit confirmations of receipt according to the current valid version of the German Value Added Tax Ordinance (§ 17b UStDV) released in 01.01.2020. The purchaser will receive the confirmation of receipt form from us together with the delivery invoice. The purchaser undertakes to check the confirmation of receipt and to fill it in at the designated places as well as to stamp and sign it or to provide it with a qualified electronic signature and to return it to us in PDF format to the e-mail address we will have provided. The filled-in confirmation of receipt must be returned without delay - at the latest by the end of the tenth working day following the day of delivery of the goods to the recipient or a substitute appointed by the recipient. Should the purchaser fail to submit the confirmation of receipt within this period, or should it not be completely filled in or not be submitted in the correct form, and should we not be responsible for this delay, we shall be entitled to subsequently invoice the purchaser for the legally owed VAT on our delivery.

V. Retention of ownership

1. All delivered goods shall remain our property (reserved goods) and may be reclaimed by us until all claims from the business relationship have been fulfilled, no matter their legal basis, including future or conditional claims.
2. Reserved goods shall be processed for us as seller and/or manufacturer in the sense of Sec. 950 BGB, without resulting in any obligations for us. Processed goods shall be considered reserved goods in the sense of clause V. no. 1. If reserved goods are processed, combined, or mixed with other goods by the purchaser, we will retain co-ownership of the new goods as per the ratio of the invoiced value of reserved goods in relation to the invoiced value of the other goods used. If our ownership lapses due to combination or mixing, the purchaser hereby already assigns any ownership rights upon the new inventory or goods to which it is entitled, to the extent of the invoiced value of the reserved goods, and shall safeguard said goods for us free of charge. The resulting co-ownership rights shall be considered rights to reserved goods in the sense of clause V. no. 1.
3. Purchaser claims resulting from the further sale of reserved goods are hereby already assigned to us. They shall serve as safeguard claims in the same manner as the reserved goods. If the purchaser sells the reserved goods with other goods not bought from us, the assignment of claims resulting from the sale shall only apply to the sale value of the respective reserved goods sold. When selling goods to which we have co-ownership rights

in accordance with clause V no. 2, the assignment of the claim shall apply to this co-ownership percentage.

4. The purchaser is entitled to collect claims from further sale until we revoke the agreement, which we may do at any time. We will only make use of our right of revocation in the cases described in clause III no. 5. Upon request, the purchaser is obligated to inform its purchasers that claims have been assigned to us - unless we do so ourselves - and to provide us with the information and documents required to collect the claims. The purchaser must inform us immediately of any seizure or other impairment by third parties.
5. If the recoverable value of the safeguards exceeds our claims by more than 10 %, we will release safeguards at our own discretion upon request by the purchaser.

VI. Delayed deliveries

1. Agreed delivery deadlines are binding and must be observed. Delivery deadlines shall be extended accordingly if the purchaser does not duly submit all documents and/or approvals it is required to provide, or if it does not comply with agreed payment conditions or other obligations, and if it is responsible for the delay.
2. If we cannot comply with binding delivery deadlines for reasons for which we are not responsible (services not available), we will inform the purchaser of this immediately, at the same time informing them of the new delivery deadline. If the service is not available even within this new delivery deadline, we are entitled to withdraw from the agreement in full or in part. We will then immediately reimburse any return services already provided by the purchaser. Delayed deliveries by our suppliers shall be considered non-availability of services in this sense, in particular, if we have concluded a congruent cover transaction, if neither we nor our suppliers are culpable for the delays, or if we are not obligated to make the purchase in the individual case.
   The beginning of the delivery delay shall be determined in accordance with the law. In any case, however, the purchaser is obligated to send a warning.
3. In general, we do not agree to any flat rate claims for damages or any contractual penalty in case of delayed delivery through effective inclusion of General Purchasing Conditions or other contractual conditions of the purchaser.

VII. Warranty for defects

1. Statutory regulations apply to the rights of the purchaser for material and legal defects (including incorrect or reduced deliveries and improper assembly or incorrect operating instructions), unless otherwise specified in the following.
2. Complaints regarding obvious defects must be submitted to us immediately after the receipt of goods, in accordance with Sec. 377 HGB, and shall not be accepted if they are not received by us within 8 calendar days after the receipt of goods. Hidden defects must be submitted immediately after their detection. The purchaser is obligated to provide us with the goods, regarding which complaints have been made, upon request.
3. If complaints regarding defects are justified and submitted immediately, we may correct the defects or deliver goods free from defects (supplementary fulfillment), at our discretion. If supplementary fulfillment fails, or if we reject such fulfillment, the purchaser can reduce the purchase price or withdraw from the agreement after providing an appropriate grace period. If the defect is not significant, the purchaser may only reduce the purchase price. If goods need to be exchanged due to wear from normal use and after the end of their usual service lives, this shall not be grounds for any claims for defects by the purchaser.
4. In urgent cases, particularly in case of imminent shutdown, the purchaser may only undertake to correct the defects to our cost if we have agreed to this in advance in writing or text form and if the defect originated due to our culpability.
5. We will only pay purchaser expenses, in particular installation and removal costs, to the extent stipulated by law. We will not pay expenses resulting from sold goods being delivered to a location other than the headquarters or registered office of the purchaser, nor to a difficult access location, unless this complies with use in accordance with the contract.
6. We hereby expressly reject the provision of any guarantee for the properties and/or minimum durability of the goods, and no such guarantee shall be agreed even if our documentation of the business transaction indicates otherwise in text or writing. We will only accept liability for a guarantee if required by law.
7. When claiming for defects, the purchaser may only withhold payment if it is clear their claim is justified. The amount of the withheld payment must be determined by the amount of the expected damages. If the defect claim was not justified due to culpable behavior on the part of the purchaser, we can request reimbursement from the purchaser for any expenses incurred.
8. Further rights arising for defect liability are excluded in accordance with clause VIII. This applies in particular to claims for damages that did not occur to the goods themselves (subsequent damages) and for damages caused by failure to comply with applicable specifications on installation, assembly, operation, or maintenance or through improper use of the goods.
9. If not otherwise agreed in text or writing, the statute of limitation for warranty claims, to which the purchaser is entitled in relation to the delivery of goods, is 12 months from the delivery. Insofar as acceptance is agreed or stipulated by law, the statute of limitations shall begin upon acceptance.

VIII. Exclusion of liability

1. We will only be liable for the breach of contractual and non-contractual obligations, in particular due to impossibility, delay, culpability upon initiating the contract, and prohibited behavior – also by our agents and employees – in cases of intent or gross negligence. Our sub-contractors shall not be considered agents according to Sec. 278 BGB. In general, we do not agree to any exemption from liability in favor of the purchaser through effective inclusion of General Purchasing Conditions or other contractual conditions of the purchaser.
2. These restrictions shall not apply to culpable breaches of cardinal contractual obligations, if these endanger the achievement of the purpose of the agreement, nor shall it apply to mandatory liability under the Product Liability Act, nor to injuries to life, body, or health, nor if we have intentionally concealed defects in goods. Regulations on burden of proof shall remain unaffected.

IX. Quality management and insurance

According to current certification *ISO 9001*, we have installed a comprehensive QM system and implement it accordingly, starting in the product planning stage. Our QM system is continuously improved and updated. In general,

- we carry out tests of product features throughout the entire production process in order to ensure any deviations from target specifications are detected and documented before delivery,
- we apply corrective measures when defects do occur,
- we apply defect avoidance measures in order to develop an *error recognition system* into an *error avoidance system* with the goal of zero error production,
- we provide ongoing qualification for our employees through training and information, and
- we ensure compliance with all quality and insurance standards by our sub-contractors.

We also have appropriate insurance coverage according to the industry standard. Current proof of insurance is available in our download center at https://www.jaegergroup.com/en/downloads/.

X. Tooling, provided goods, and construction

1. Tooling or mold costs must be paid after the tooling or mold is completed. Once all agreed costs have been paid (compensation), ownership of the tooling or mold shall be transferred to the purchaser unless otherwise agreed in writing or text form. We will not conclude individual contractual agreements on partial tooling or mold costs. Production of sample parts shall also be paid by the purchaser.
2. If the tooling or mold is in our possession after manufacturing, we will store it, at our own discretion, at a location suitable for the fulfillment of its contractual purpose, in order to carry out the corresponding project. We have the right to return the tooling to the purchaser at the latest two years after the end of the project / series production.
3. Our liability is restricted to the due diligence we would take with our own goods. We will handle maintenance and servicing for the tooling or mold in accordance with Sec. 601 BGB. We will bear any costs due to tooling normal wear and tear, up to the agreed output quantity. Any further costs shall be borne by the purchaser. We will insure the tooling against loss or destruction appropriately while it is in our possession.
4. If the purchaser must provide goods or materials to carry out the order, these must be delivered immediately, without defects, and free of charge (*no charge to the production location*) with the agreed or an appropriate additional quantity for scrap. We will only be liable for defects in goods or materials delivered by the purchaser if we should have been aware of these defects had we shown proper professional due diligence.
5. If we agree to carry out the construction of goods at the purchaser's request - if necessary using tooling, molds, and other production equipment provided to us by the purchaser - according to documents specified by the purchaser (drafts, drawings, plans, etc.) and/or using materials the purchaser has specified, we will complete our work under the following conditions:
   a) The purchaser shall warrant that the specified production equipment and materials are appropriate for the contractually agreed-upon purpose; specifications in the above sense include the documents, production equipment, and materials if the purchaser declares that they are binding and must be used to design the delivered goods. Our obligation to review the specified documents, production equipment, and material to

ensure they are appropriate for the task with proper due diligence for the industry and inform the purchaser of any issues or unsuitable materials shall remain unaffected.

b) If goods are destroyed or if they deteriorate before handover to the purchaser due to a defect in the production equipment provided by the purchaser, or due to the documents and/or materials specified by the purchaser, or if it is impossible to manufacture the goods and we have not violated our duties to review and provide information in accordance with the above paragraph 5. a), and if we have not engaged in any other culpable behavior, we will be entitled to an appropriate percentage of the purchase price or compensation appropriate for the materials used and work performed instead of the agreed sales price and agreed compensation - even if the purchaser has not engaged in any culpable behavior itself. Our legal rights over the agreed purchase price and compensation, for the part of our contractually agreed upon deliveries and services, shall remain unaffected. Any further purchaser liability for its own culpability shall also remain unaffected.

c) If the purchaser uses the goods under conditions not conforming to the documents specified to us by it or the contractually agreed-upon features – using goods under other external influences (temperature, humidity, etc.), changing technical conditions of use (operating duration, temperature, pressure loads, speed, contact with chemical compounds containing lyes or acids, etc.), installing the goods in other objects or technically modifying the goods, etc. – the purchaser shall be liable for any damages, unless we have culpably caused such damages ourselves.

d) If not otherwise indicated in the above regulations under clause X. no. 5., the other provisions of these General Terms and Conditions of Sales and Construction apply.

XI. Confidentiality

1. We reserve ownership rights and copyrights over our confidential information, such as documentation, drafts, drawings, and other relevant files and instructions. This information may only be made accessible to third parties, or otherwise disclosed or published, with our prior approval in text form or writing. Drawings and other documents associated with quotations must be returned to us upon request.
2. Confidential information we receive from the purchaser may be duplicated by us and provided to third parties, within the framework of and in order to carry out the respective project, including necessary market inquiries, without the prior approval of the purchaser. We will contractually obligate third parties to maintain confidentiality for secret information accordingly. Documentation and retention obligations are established by law.

XII. Property Rights

1. We will retain unrestricted authorization to dispose of our own information, in particular to assert naming and/or copyrights and/or apply for protected rights and patents. The purchaser is not entitled to use our confidential information to register property rights or in any other way beyond the specific project.
2. If we deliver goods based on drawings, models, samples, or other documents provided to us by the purchaser, the purchaser ensures that this will not violate third party rights, in particular trademark, copyright, and commercial property rights. If third parties prohibit us from manufacturing and/or delivering contractual goods based on their own rights, we are entitled to cease our activities associated with the complaint immediately, without reviewing the legal situation. The purchaser is obligated to indemnify us against all third party claims associated with the asserted legal violation. In such cases, our right to assert claims for damages against the purchaser shall remain unaffected.

XIII. Force majeure

In cases of force majeure or other unforeseeable events such as operating disruptions, fire, floods, war or terrorism, epidemic, labor disputes or strikes, lockouts or official measures, lack of power or raw materials suffered by us or our suppliers, we are released from our obligation to fulfill the agreement for as long as the issue lasts. Delivery deadlines shall therefore be extended to a reasonable extent if the resulting obstacles can be proven to have a significant influence on the production or delivery of goods. We will inform the purchaser of such circumstances immediately. If it becomes impossible for the purchaser or us to fulfill the agreement due to an issue such as these, either party may withdraw from the agreement.

XIV. Compliance

1. We presume that the purchaser complies with all national and international legal regulations and ethical principles throughout all levels of business activity. In accordance with the values and standards defined in the Code of Conduct for Business Partners of the Jäger Group (available in its current version at https://www.jaegergroup.com/en/companies/facts-figures/sustainability/), the purchaser is obligated to:
   a. comply with all national and international legal regulations and respect ethical principles at all levels of business;
   b. follow the globally recognized provisions for the protection of human rights;
   c. implement the principle of equal treatment and equal opportunities for their employees, regardless of his/her ethnic origin, gender or sexual orientation, religion or political affiliation and age or disability;
   d. treat all of its employees in a respectful and tolerant manner and remunerate them in compliance with the respective national legal standards;
   e. comply with safety and health standards by preventive occupational safety in order to avert dangers to employees or third parties;
   f. observe the applicable environmental protection regulations and strive to minimize waste and emissions beyond the minimum legal requirements in order to keep soil, air and water pollution as low as possible. This includes, to the extent possible, reducing energy consumption as well as avoiding the use of chemicals or other hazardous substances and, insofar as their use is unavoidable, ensuring their proper handling and disposal;
   g. adhere to the applicable competition laws and uphold fair competition by refraining from discussions or agreements on prices, conditions, or capacities with competitors, avoiding the unlawful acquisition of competitive information, prohibiting acts of corruption, and ensuring that business relationships remain objective and uninfluenced by private interests or advantages;
   h. comply with the applicable data protection regulations, using personal data solely for lawful purposes and implementing measures to safeguard privacy;
   i. protect trade secrets by implementing secure processes and structures, preventing unauthorized disclosure to third parties; and
   j. establish and maintain a confidential and secure mechanism to report behaviors potentially violating legal regulations within their organization. This process should trigger an internal investigation, protecting employees from retaliation or disciplinary action, and emphasizing the importance of maintaining confidentiality and anonymity.

   In case of suspected or confirmed non-compliance with the above obligations, we may request relevant documentation from the purchaser and/or carry out on-site inspections and demand remedial action plans and the implementation of appropriate measures.
2. The purchaser must comply with EU directive 2011/65/EU restricting the use of certain hazardous materials in electronics and electrical equipment (RoHS-II) and in particular Sec. 4 of the ElektroG (German Electrical Equipment Act).
3. We comply with the EU Registration, Evaluation, Authorization and Restriction of Chemicals Ordinance no. 1907/2006 (REACH) and its EU implementation ordinance 2016/9.
4. The purchaser shall not directly or indirectly sell, export or re-export to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the contract which fall within the scope of Article 12g of EU Council Regulation 833/2014. In addition, the purchaser shall ensure that such efforts are not thwarted by third parties in the further trade chain, shall set up an appropriate monitoring mechanism for this purpose and shall inform us if it becomes aware of any infringements in this regard. Any breach of the provisions of this clause XIV no. 4 shall constitute a material breach of contract and may result in termination of the contract.

XV. Place of fulfillment, jurisdiction, and applicable law

1. The place of fulfillment for delivery of our goods is the headquarters of our respective indicated responsible location, unless otherwise indicated, and otherwise the headquarters of our company. The place of jurisdiction is Hanover. However, in all cases we are entitled to bring complaints at the place of fulfillment for the delivery obligation according to these Sales and Construction Conditions or at the purchaser's general place of jurisdiction. We are likewise entitled to have all disputes arising between us and the purchaser settled by an Arbitration Court and designated arbitrators, excluding the jurisdiction of the state courts. Legal regulations with priority, in particular on exclusive responsibilities, shall remain unaffected.
2. The law of the Federal Republic of Germany shall apply to all agreements and other legal relationships between us and the purchaser. The regulations of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 04/11/1980 and conflict of law rules are expressly excluded.