



General Terms and Conditions of Sale and Delivery

1. Scope:

1.1 These Terms and Conditions of Sale and Delivery ("Terms and Conditions") apply exclusively to our deliveries and services. We do not accept any provisions deviating from these Terms and Conditions or statutory regulations – in particular those contained in the of the purchaser – shall not be recognised by us unless we have confirmed them in writing. The unconditional delivery of goods, the provision of services or the acceptance of payments does not constitute any acknowledgement on our part of deviating provisions.

1.2 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these Terms and Conditions of Sale.

2. Offers, Contracts:

Our deliveries are made within the framework of the shareholders' agreement concluded between the owners of DGW, in its currently valid version.

3. Written form:

Orders and all amendments and additions thereto must be in writing.

4. Prices:

Unless otherwise agreed, our prices are ex works. Value added tax is payable in addition at the rate applicable by law on the date of performance.

5. Payment, set-off:

5.1 The DGW's current terms of payment shall apply.

5.2 The customer shall only be entitled to rights of set-off and retention insofar as their claim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counterclaims shall remain unaffected.

6. Place of performance, dispatch:

6.1 The place of performance for the delivery or service is the location of our delivery plant or warehouse.

6.2 Where shipment of the goods has been agreed (sale by delivery), we shall dispatch the goods at the purchaser's expense; in doing so, we shall determine the method of dispatch, the route of dispatch and the carrier. In the case of a sale by delivery, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall pass to the purchaser upon handover of the goods to the forwarding agent, the carrier or any other person or organisation designated to carry out the shipment.

7. Partial deliveries and services:

7.1 We shall only be entitled to make partial deliveries if

- the partial delivery is usable by the customer within the scope of the contractual purpose,
- the delivery of the remaining goods ordered is guaranteed, and
- this does not result in any significant additional effort or costs for the customer (unless we agree to bear these costs).

7.2 The purchaser's rights in respect of the entire performance or the remaining performance, in particular rights of retention, rights/claims arising from default or claims for damages in lieu of the entire performance, shall remain unaffected by any partial performance.

8. Delivery dates; delay:

8.1 If an agreed delivery or performance date is exceeded or if we fail to fulfil any other contractual obligation in a timely manner, the customer must set us a reasonable grace period. This grace period shall be at least three weeks.

8.2 If the delivery or service is not provided by the expiry of the grace period and the customer therefore wishes to exercise their right to withdraw from the contract or claim damages in lieu of performance, they are obliged to notify us of this in advance, expressly setting a reasonable further grace period and requesting delivery or performance, at . The customer is obliged, at our request, to declare within a reasonable period of time whether, due to the delay in delivery/performance, they are withdrawing from the contract and/or claiming damages in lieu of performance, or insisting on delivery/performance.



9. Transport insurance:

If a delivery term other than ex works has been agreed, we are entitled, due to the sensitivity of the goods to be delivered, to take out appropriate transport insurance on behalf of and at the expense of the customer, covering at least the invoice value of the goods. This shall not apply unless the Incoterms CIF or CIP have been expressly agreed.

10. Retention of title:

10.1 Goods sold remain our property until all claims arising from the business relationship have been settled.

10.2 Goods subject to retention of title may not be pledged to third parties or transferred as security until the secured claims have been paid in full. The customer must notify us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. through attachment) gain access to the goods belonging to us.

10.3 In the event of the customer's breach of contract, in particular non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with statutory provisions and to demand the return of the goods on the basis of the retention of title and the withdrawal. If the customer fails to pay the purchase price due, we may only exercise these rights if we have previously set the customer a reasonable deadline for payment without success, or if setting such a deadline is not required under the statutory provisions.

10.4 Unless otherwise specified in (c) below, the Customer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a) The retention of title extends to the full value of the products created by processing, mixing or combining our goods, whereby we shall be deemed the manufacturer. If, in the event of processing, mixing or combining with goods belonging to third parties, their title remains in force, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or

combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) The purchaser hereby assigns to us, by way of security, all claims against third parties arising from the resale of the goods or the product, either in full or in the amount of our share of co-ownership in accordance with the preceding paragraph. We accept the assignment. The purchaser's obligations set out in paragraph 2 shall also apply in respect of the assigned claims.

(c) The Customer remains authorised, alongside us, to collect the claim. We undertake not to collect the claim so long as the Customer meets its payment obligations to us, there is no impairment of its ability to pay, and we do not assert the retention of title by exercising a right in accordance with paragraph 3. If this is the case, however, we may demand that the purchaser discloses to us the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and notifies the debtors (third parties) of the assignment. Furthermore, in this case, we shall be entitled to revoke the purchaser's authority to further sell and process the goods subject to retention of title.

10.4 If the realisable value of the security exceeds our claims by more than 10 %, we shall, at the purchaser's request, release security at our discretion.

11. Force majeure:

We shall not be liable for the impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official approvals, official measures or the failure of suppliers to deliver, or to deliver correctly or on time), for which we are not responsible. If such events make delivery or performance significantly more difficult or impossible for us and the hindrance is not merely of a temporary nature, we



shall be entitled to withdraw from the contract. In the event of obstacles of a temporary nature, the delivery or performance periods shall be extended or the delivery or performance dates postponed by the duration of the hindrance plus a reasonable start-up period. Insofar as the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, they may withdraw from the contract by giving us immediate written notice.

12. Product specifications:

12.1 Unless expressly agreed otherwise, the quality of the goods to be supplied under the contract is determined exclusively by our applicable product specifications. The product specifications shall be provided to the customer prior to their order or incorporated into the contract in the same manner as these terms and conditions of sale.

12.2 Information regarding quality, durability and other characteristics shall only constitute guarantees if they are expressly agreed and designated as such in writing.

12.3 Our verbal and written information regarding our products, equipment, systems and processes is based on research and practical application experience. We provide these results to the best of our knowledge, but reserve the right to make changes and further developments. However, this does not relieve the customer of the obligation to test our products and processes themselves for their suitability for their own use. This also applies with regard to the observance of third-party intellectual property rights as well as to applications and procedures.

13. Complaints:

All complaints, in particular notices of defects, must be received by us in writing without delay, but at the latest within 10 calendar days of receipt of the goods (in the case of hidden defects, without delay, but at the latest within 10 calendar days of their discovery or the time at which they should have been discovered upon reasonable inspection). If the customer fails to notify us of complaints and notices of defects in good time or in the agreed written form, our delivery and service shall be deemed to have been approved with

regard to the defects that have not been reported or have not been reported in the proper form. If the customer accepts our delivery or service whilst aware of a defect, they shall only be entitled to the rights arising from the defect if they expressly reserve their rights in respect of this defect in writing upon delivery.

14. Rights of the customer in the event of defects:

14.1 Insofar as our delivery and performance are defective and are rightly complained about by the customer, we shall, at our discretion, make a replacement delivery or carry out rectification (subsequent performance). We must always be given the opportunity to do so within a reasonable period. If the subsequent performance has failed, or if a reasonable period to be set by the customer for subsequent performance has expired without success or is dispensable under statutory provisions, the customer may withdraw from the contract or reduce the remuneration.

14.2 Furthermore, subject to the provision in Clause 15, the Customer may, under the statutory conditions, claim damages and reimbursement of the expenses incurred for the purpose of subsequent performance. However, reimbursement of expenses is excluded to the extent that the expenses increase because the subject matter of the delivery has subsequently been moved to a location other than the agreed place of delivery, unless such movement is in accordance with its intended use. In all other respects, Clause 15 applies to claims for damages and reimbursement of expenses.

14.3 In the event of only minor deviations from the agreed quality or only minor impairment of the usability of the goods, withdrawal from the contract or compensation in lieu of performance is excluded.

14.4 The Customer shall only have statutory rights of recourse against us to the extent that the Customer has not entered into any agreements with its own customer that go beyond the statutory claims for defects. With regard to reimbursement of expenses, Clauses 14.3 and 15 shall apply mutatis mutandis.



14.5 Insofar as the customer, having successfully brought a claim against us in accordance with the provisions governing the sale of consumer goods, wishes to seek recourse against us under the warranty, the rights of recourse under the provisions governing the sale of consumer goods remain unaffected.

15. Compensation:

15.1. Our liability for damages and reimbursement of futile expenses, regardless of the legal basis, in particular arising from impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, is limited in accordance with this Clause 15, insofar as fault is a determining factor in each case.

15.2 We shall not be liable in the event of simple negligence on the part of our organs, legal representatives, employees or other vicarious agents, provided that this does not constitute a breach of obligations essential to the contract. Obligations essential to the contract are those whose fulfilment is indispensable for the proper performance of the contract and on whose compliance the customer regularly relies and may reasonably be expected to rely.

15.3 Insofar as we are liable under clause 15.2 for damages or reimbursement of futile expenses, such liability shall be limited to damages/expenses which we foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or which we should have foreseen had we exercised the care customary in the trade. Indirect and consequential damages resulting from defects in the delivery item shall, furthermore, only be recoverable to the extent that such damages are typically to be expected when the delivery item is used for its intended purpose.

15.4 The above exclusions and limitations of liability shall apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.

15.5 The limitations in this Clause 15 do not apply to our liability for intentional or grossly negligent conduct, for guaranteed characteristics, for injury to life, limb or health, or under the Product Liability Act.

16. Limitation period:

The Customer's claims for warranty, damages and reimbursement of expenses shall become time-barred one year after the statutory limitation period begins. The aforementioned reduction of the statutory limitation period shall not apply where we or our vicarious agents have acted with intent or gross negligence, to claims arising from injury to life, limb or health, or to claims under the Product Liability Act, or where we are strictly liable for other reasons.

17. Compliance with statutory provisions:

17.1 Unless otherwise agreed in the terms of delivery, the customer is responsible for complying with statutory and regulatory provisions regarding the import, transport, storage and use of the goods.

17.2 Should a statutory or regulatory requirement for an export licence exist at the time of delivery/performance, and should the export licence applied for in this regard not be granted, we shall be entitled to withdraw from the contract.

17.3 We are also entitled to withdraw from the contract if, in the event of a product registration requirement, registration has not been applied for or granted at the time of delivery/performance.

17.4 We are registered with the Central Packaging Register in accordance with Section 9 of the Packaging Act. Our registration number is DE3308732966974. Packaging material is taken back via the REPASACK take-back system

17.5 The Customer is obliged to comply with all laws, regulations, resolutions, administrative measures, embargoes, sectoral measures, price cap regulations, lists and official orders relating to sanctions, export controls, trade restrictions, financial sanctions, and travel and service bans. In this context, the Customer is prohibited from selling, exporting or re-exporting goods supplied by us, directly or indirectly, to any country, territory or region subject to comprehensive territorial sanctions (currently: Cuba, Iran, North Korea, Syria, Crimea/Sevastopol, Donetsk, Luhansk) or to make the goods available for use in such a sanctioned country, territory or region. In the event of a breach of this obligation, we shall be entitled



to withdraw from the contract and the purchaser shall be liable for damages. The customer must make every reasonable effort to ensure that the purpose of sentence 1 is not thwarted by third parties in the wider supply chain, including any resellers.

18. Declaration of Preferential Status:

If customs relief can be granted for goods on the basis of their preferential status, we shall, provided the legal requirements are met, issue a declaration of preferential status (supplier's declaration, declaration of origin on the invoice) in automated form without a separate signature. We confirm that the declaration of preferential status is made in accordance with our obligation under Article 5(3) of Regulation (EC) No 1207/2001.

19. Jurisdiction:

The place of jurisdiction is Dortmund; if we bring an action, the general place of jurisdiction of the customer shall also apply. Mandatory statutory provisions regarding exclusive places of jurisdiction remain unaffected by this provision.

20. Applicable law:

All legal relationships between the customer and us shall be governed exclusively by German law, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

21. Trade terms:

Where trade terms in accordance with the International Commercial Terms (INCOTERMS) have been agreed, INCOTERMS 2010 shall apply to their application and interpretation.

As of 05/2026