General Terms and Conditions (GTC)

UMETA Germany GmbH & Co. KG, Bielefeld

1. Scope of application

1.1 All deliveries, services and offers of the Supplier shall be made on the basis of these General Terms and Conditions of Sale and Delivery. These are an integral part of all contracts that the Supplier concludes with its contractual partners (hereinafter referred to as 'Customers') for the deliveries and services offered by the Supplier. They shall also apply to all future deliveries, services and offers to the Customer, even if they are not separately agreed again. General terms and conditions of the Customer shall not apply even if we do not expressly object to them again

1.2 The General Terms and Conditions of Sale and Delivery apply exclusively. Any deviating or conflicting terms and conditions of the Customer shall only become part of the contract to the extent that the Supplier has expressly agreed to their validity in writing. The General Terms and Conditions of Sale and Delivery shall apply even if the Supplier, knowing that the Customer's terms and conditions conflict with or deviate from the Supplier's General Terms and Conditions of Sale and Delivery, carries out the delivery to the Customer without reservation.

1.3 The legal relationship between the Supplier and the Customer shall be governed exclusively by the written sales contract, including these General Terms and Conditions of Sale and Delivery. Any verbal commitments made by the Supplier prior to the conclusion of the sales contract, as well as any subsequent additions, amendments, and side agreements, shall not become binding until confirmed in writing by the Supplier.

2. Offer and scope of delivery

2.1 Our offers are subject to change.

2.2 Orders shall not be deemed accepted until they have been confirmed by us in writing.

2.3 Our written order confirmation shall be decisive for the scope of delivery. Additional agreements and amendments require our written confirmation.

2.4 We reserve unrestricted proprietary and copyright exploitation rights to cost estimates, drawings and other documents; they may not be made accessible to third parties. Drawings and other documents belonging to offers must be returned immediately upon request if the order is not placed with us.

3. Price and payment

3.1 The prices stated in the supplier's offer or order confirmation shall apply to all supply contracts. All prices are quoted in EURO 'EXW' (Incoterms ® current version) plus statutory VAT. In the case of VAT-free deliveries in foreign business, the customer is obliged to certify receipt of the goods at the agreed place of delivery to the supplier. Unless otherwise agreed, prices are ex works excluding packaging. Packaging shall be charged to the customer at cost price. Packaging goods cannot be returned to.

3.2 In the event of unforeseen changes in wages, material prices and exchange rates, reserves the right to change its prices appropriately if there are more than 4 months between the conclusion of the contract and the delivery date agreed at.

3.3 Unless otherwise agreed in writing, all invoices are payable net within 14 days of the invoice date at. In the event of late payment, the statutory regulations shall apply.

3.4 If an invoice amount due is not paid despite two reminders, all invoice amounts still outstanding shall become due immediately.

3.5 Bills of exchange shall only be accepted by agreement and in this case only on account of performance and under the condition that they are discountable. Discount charges shall be charged to the customer from the due date of the invoice amount.

3.6 The customer shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or have been recognised by the supplier.

3.7 The customer is authorised to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship and is also legally established, undisputed or recognised by the supplier.

3.8 If, after conclusion of the contract, it becomes apparent that the supplier's claim to payment of the purchase price is at risk due to the customer's inability to pay, the supplier shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary, after setting a deadline, to withdraw from the contract (Section 321 of the German Civil Code (BGB)). In the case of contracts for the delivery of goods that the supplier manufactures according to the customer's specific requirements (custom-made products), the supplier may declare withdrawal immediately; the statutory provisions regarding the dispensability of setting a deadline remain unaffected.

4. Delivery, delivery time, delay in delivery

4.1 Deliveries are made ‘EXW’ (Incoterms ® current version).

4.2 Dates for deliveries and services are only binding if they have been expressly confirmed by us in writing. The delivery period begins with the dispatch of the order confirmation, but not before the customer has provided the necessary documents.

4.2 The delivery period shall be deemed to have been met if the delivery item has left the factory by the end of the delivery period or readiness for dispatch has been notified.

4.3 If the supplier is in default with a delivery or service and the customer incurs damage as a result of the delay, the customer shall be entitled to claim compensation, which is limited to a maximum of 0.5% for each completed calendar week of delay, but to a maximum of 5% of the delivery value of the delayed delivery or service. Any other legal remedies available under statutory provisions (withdrawal, compensation in lieu of performance) shall remain reserved to the customer, unless otherwise specified in § 9.

4.4. The supplier shall not be liable for delays in delivery caused by force majeure or other events that were unforeseeable at the time the contract was concluded (e.g. difficulties in procuring materials and energy, strikes, lawful lockouts, difficulties in obtaining necessary official approvals, official measures or failure of upstream suppliers to deliver, or to deliver correctly or on time) for which the supplier is not responsible. In the event of obstacles of a temporary nature, the delivery and performance deadlines shall be extended or the delivery and

performance dates postponed by the period of the hindrance plus a reasonable start-up period. We shall notify the customer of the beginning and end of such obstacles as soon as possible.

4.5 If we fall behind with our deliveries or services and the customer grants us a reasonable grace period with the express declaration that it will refuse to accept the service after this period has expired and WT does not comply with the grace period, the customer shall be entitled to withdraw from the contract.

5. Returns

Returns of goods, e.g., due to incorrect or mistaken orders placed by the customer, generally require the prior consent of the seller. A return may only be accepted if the shipping date of the goods in question was no more than 4 weeks ago within the European Union and no more than 8 weeks ago outside the European Union.

For every accepted return due to an incorrect or mistaken order, a one-time storage and processing fee of EUR 100.00 per return will be charged, regardless of the value of the goods. Any additional costs incurred by the seller, in particular transportation, inspection, or reconditioning costs, remain unaffected by this and may be invoiced separately.

Returns are subject to the condition that the goods are in unused, undamaged, and resalable condition and—where possible—in their original packaging.

6. Call-orders

6.1 Unless otherwise agreed, all call-off orders must be accepted within 3 months of the expiry of the contract period at the latest, without the need for a request for acceptance; if this period has expired, we shall be entitled at any time to invoice the goods upon simultaneous dispatch or to withdraw from the contract immediately. If a contract period has not been agreed, we shall be entitled to the aforementioned rights after one year has elapsed since the conclusion of the contract.

6.2 Call-offs for individual partial deliveries shall be made at as regular intervals and in as regular quantities as possible and in good time to enable proper manufacture and delivery within the contract period. If no deadline for the schedule has been specified, a period of 3 months shall be deemed to have been agreed.

7. Transfer of risk and shipping

7.1 The risk shall pass to the customer at the latest upon dispatch of the delivery items, even if partial deliveries are made or we have assumed other services, e.g. shipping costs or delivery.

7.2 If shipping is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer on the day the goods are ready for dispatch.

7.3 At the customer's request, we shall insure the shipment at the customer's expense in accordance with the customer's specifications.

7.4 Partial deliveries and deviations from the order quantities of up to ±10% are permissible.

8. Warranty

8.1 The customer must inspect our deliveries and services immediately upon receipt to determine whether there are any defects. If defects are found, they must be reported in writing immediately, at the latest 5 days after receipt.

8.2 If there is a defect that is not apparent upon immediate inspection, the notification of defects must be made immediately upon discovery within the statutory six-month warranty period.

8.3 For defects in deliveries and services, including the absence of warranted characteristics, we provide warranty in such a way that we remedy defects at our discretion by repairing them or delivering the delivery item or parts thereof again.

8.4 Replaced parts become our property and must be returned to us carriage paid upon request.

8.5 The customer must give us reasonable time and opportunity to carry out all repairs and replacement deliveries that appear necessary. If the customer refuses to do so, we shall be released from liability for defects.

8.6 Only in urgent cases where operational safety is at risk and to prevent disproportionately large damage, in which case we must be notified immediately, or if we are delayed in remedying the defect, shall the customer have the right to remedy the defect themselves or have it remedied by third parties and to demand reimbursement of the necessary costs from us.

8.7 Liability for defects does not apply to natural wear and tear, nor to damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive stress or incorrect assembly.

8.8 Liability for the consequences arising from improper modifications or repair work carried out by the customer or third parties without prior approval shall be waived. consequences arising therefrom.

8.9 If the defect cannot be remedied despite repeated attempts at repair or due to the failure of the replacement delivery, the customer has the right, at his discretion, to demand a reduction in remuneration or rescission of the contract.

8.10 Further claims of the customer against us and our vicarious agents are excluded, in particular a claim for compensation for damage that did not occur to the delivery item itself. This does not apply in cases of mandatory liability due to intent, gross negligence or the absence of warranted characteristics.

9. Retention of title

9.1 We retain title to the delivery item until all claims by us against the customer arising from the business relationship, including future claims arising from contracts concluded at the same time or later, have been settled. This also applies if individual or all claims by us have been included in a current account and the balance has been struck and acknowledged. In the event of breach of contract by the customer, in particular in the event of default in payment, we shall be entitled to take back the delivery item after issuing a reminder and the customer shall be obliged to

surrender it. Unless the Instalment Payment Act applies, the taking back or seizure of the item by us shall only constitute only constitutes a withdrawal from the contract if we expressly declare this in writing. In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing.

9.2 The customer is entitled to resell the delivery item in the ordinary course of business. However, the customer hereby assigns to us all claims arising from the resale against the purchaser or against third parties, regardless of whether the reserved goods are resold without or after processing. The customer is authorised to collect these claims even after the assignment. Our authority to collect the claims ourselves remains unaffected by this; however, we undertake not to collect the claims as long as the customer duly meets his payment obligations. We may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment. If the delivery item is resold together with other goods that do not belong to us, the customer's claim against the purchaser shall be deemed assigned in the amount of the delivery price agreed between us and the customer.

9.3 The processing or transformation of reserved goods shall always be carried out by the customer on our behalf. If the reserved goods are processed together with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other processed items at the time of processing. The same shall apply to the item created by processing as to the reserved goods.

9.4 The customer is obliged to insure the delivery item against theft, breakage, fire, water and other damage during the existence of the retention of title against theft, breakage, fire, water and other damage and to notify us thereof. If this is not done, we shall be entitled to take out insurance at the customer's expense.

9.5 The retention of title and the securities to which we are entitled shall apply until full release from contingent liabilities (e.g. in the case of payment by cheque or bill of exchange), which we have entered into in the interest of the customer.

9.6 We undertake to release the securities to which we are entitled to the extent that their value exceeds the secured claims, insofar as these have not yet been settled, by more than 30%.

10. Provision of materials

10.1 If materials are supplied by the customer, they shall be delivered at the customer's expense and risk with an appropriate quantity surcharge of at least 7.5% in good time and in perfect condition.

10.2 If these conditions are not met, the delivery period shall be extended accordingly. Except in cases of force majeure, the customer shall also bear the additional costs incurred for production interruptions.

10..3 Our liability with regard to the storage and care of the materials provided is limited to the same care as we would take with our own property. The customer shall bear the costs of insurance.

11. Contract work

The following provisions shall apply in addition to contract work:

11.1 Parts sent in must be made of a material that is easy to process and of normal quality and must be dimensionally accurate, insofar as they have already been processed.

11.2 If these requirements are not met, we will inform the customer of the necessary additional expenditure and the resulting price increase. If the customer does not agree to the price change, they have the right to withdraw from the contract. The withdrawal must immediately after our notification of the changed conditions. If the customer declares withdrawal, they must pay for the work already performed.

11.3 If parts sent in prove to be unusable due to material defects, we shall be reimbursed for the processing costs incurred.

11.4 We shall not charge for faulty work caused by us during contract processing. Our prices do not include any risk of rejects. If, for any reason, we are unable to successfully complete the work assigned to us in all respects, we cannot be held liable for the costs of the workpieces that have become rejects, unless we can be proven to have acted with intent or gross negligence can be proven.

11.5 For the execution of contract work, we can only assume the risk of the work to be performed. The customer bears the risk of loss and damage to the items handed over to us for processing, unless this was caused by us intentionally or through gross negligence. In this case, the customer is entitled to free replacement or repair of the damaged items by us or compensation in cash at our discretion.

11.6 The assertion of all further claims for damages, regardless of the legal basis on which they may have arisen, in particular for compensation for indirect damage, is excluded.

12. Tools

12.1 If special tools are required to carry out the order, we shall be and remain the owner of the tools manufactured by us or by a third party commissioned by us; this shall also apply if the customer pays all or part of the tool costs.

12.2 The proportionate tool costs shall be listed separately in the offer and in the order confirmation. They shall be due without deduction upon conclusion of the contract.

13. Infringement of third-party property rights

13.1 If we are to deliver according to drawings, models or samples provided by the customer, the customer guarantees us that the items manufactured according to his specifications do not infringe the industrial property rights of third parties. If a third party prohibits us from manufacturing or delivering the items on the basis of a property right belonging to them, we shall be entitled, without being obliged to examine the legal situation, to discontinue production or delivery and to demand reimbursement of the costs incurred. If, in such a case, we incur any damages whatsoever as a result of the infringement of a property right or the assertion of a property right, the customer shall compensate us for these damages.

14. Further rights of withdrawal of the customer

14.1 The customer may withdraw from the contract if the entire performance becomes definitively impossible for us before the transfer of risk. The same applies in the event of our inability to perform. The customer may also withdraw from the contract if, in the case of an order for similar items, the execution of part of the delivery becomes impossible in terms of quantity and he has a legitimate interest in the rejection of a partial delivery; if this is not the case, the customer may reduce the consideration accordingly.

14.2 If the impossibility occurs during the delay in acceptance or through the fault of the customer, the customer remains obliged to pay consideration.

14.3 To the extent permitted by law, all other further claims of the, in particular for rescission, termination or reduction, as well as for compensation for damages of any kind, including damages that did not occur to the delivery item itself

15. Liability

15.1 Our liability is governed exclusively by the agreements made in these terms and conditions. Claims for damages by the customer against us and our vicarious agents and assistants, regardless of the legal basis, arising from culpa in contrahendo, breach of ancillary contractual obligations and tort are excluded, unless they are based on intent or gross negligence.

16. Place of jurisdiction

16.1 The place of jurisdiction is the registered office of the supplier. However, the supplier is also entitled to sue the customer at the court responsible for the customer's registered office.

16.2 The law of the Federal Republic of Germany applies; the validity of the UN Convention on Contracts for the International Sale of Goods is excluded.

Bielefeld, June 2026