



### I. GENERAL TERMS AND CONDITIONS

1. These General Terms of Delivery shall solely apply to businesses according to §14 of the German Civil Code (BGB). The extent of the supplies or services (hereinafter referred to as "Supplies") shall be defined through the written stipulations signed by both parties. General Terms and Conditions or Purchase Terms of the Purchaser shall apply only where explicitly accepted and approved in writing by FLEXA. This also applies in the case of unconditional performance of contract.
2. All offers by FLEXA are subject to alteration. Also, technical descriptions and other information provided in quotations, product literature, and other agreements are initially non-binding. All orders and agreements will become effective and binding upon written confirmation or upon dispatch of the goods.
3. For preliminary estimates, drawings, and other documents (herein referred to as "Documents"), FLEXA reserves all rights, rights of ownership, copyrights, and rights of exploitation without any limitation. The Documents must not be provided to a third party without prior approval by FLEXA.
4. Partial Supplies shall be admissible when reasonable for the Purchaser.
5. These General Terms of Delivery shall also apply to all future legal transactions between FLEXA and the Purchaser.

### II. TECHNICAL DATA, DIMENSIONS, QUANTITIES DELIVERED, TOLERANCES

1. Technical data such as dimensions, weights, performance numbers, illustrations, and drawings shall be binding only within the scope of common technical tolerances unless explicitly called binding.
2. If larger quantities of hoses are ordered and no linear measures are requested for the individual hoses, the respective linear measure is up to FLEXA.
3. In the case of orders for larger quantities and tailor-made products, FLEXA reserves the right for excess and short deliveries of 10%. FLEXA reserves the right for a length tolerance of 5% upon delivery of hoses in measured fixed lengths unless lengths in compressed dimensions are ordered.
4. For all hoses, up to 20% of the quantities ordered may be delivered in cut or non-linear ring lengths due to production-related reasons.
5. All metal hoses will be charged on the basis of stretched length. Any other tolerances as well as particular technical data will be stated in the catalogues.

### III. PRICES AND TERMS OF PAYMENT

1. Prices shall be quoted ex works (EXW). They exclude packing and value-added tax (VAT) payable under the applicable law.
2. Payments shall be made free at FLEXA's paying office.
3. Unless agreed otherwise the Purchaser shall pay the invoice amount for the Supplies without any reductions to FLEXA within 10 days after receipt of the invoice.



4. If the Purchaser fails to fulfil his obligation to pay on the due date, regardless of any other rights or claims, FLEXA shall be entitled to:

- a.) terminate the contract
- b) or suspend any further deliveries to the Purchaser; or

5. Brass and copper products made by FLEXA are calculated on the basis of the brass/ copper quotations of 128 to 153 p for MS 58 I. Every 12,5 p higher (starting from 153) and lower (starting from 128) will result in a 5% surcharge and reduction respectively. The decisive quotation is the quotation of the date of the conclusion of the contract.

6. The Purchaser is entitled to set off only such claims which are undisputed or legally binding.

7. If there are several amounts overdue for payment on the part of the Purchaser at the time, the due debt or the older debt among several debts has to be settled first unless the Purchaser has arranged for a redemption provision.

8. Any deduction of prompt-payment discount is subject to prior written agreement. If there has been arranged for a prompt-payment discount agreement, the deduction of any such cash discount will not be applicable until any former debts have been redeemed.

9. Cheques and bills of exchange for payment purposes will be accepted by FLEXA only subject to prior agreement and only in lieu of payment (German: "zahlungshalber"). Payment shall be regarded effected not before redemption. Possible discount charges and interest will have to be reimbursed for FLEXA.

10. If the Purchaser fails to keep to a deadline for payment, all accounts receivable – even accounts receivable due to current transactions – will be due for immediate payment unless the Purchaser provides for a security note of a bank. This also applies to the Purchaser if any composition proceedings, insolvency proceedings, or enforcement proceedings have been filed against the Purchaser's assets, or if a bill of exchange or cheque is protested against the Purchaser.

#### IV. RETENTION OF TITLE

1. The items of Supplies (Secured Goods) shall remain the property of FLEXA until each and every claim against the Purchaser to which FLEXA is entitled under the business relation with the Purchaser has been duly satisfied. If the total value of all security rights of FLEXA exceeds the value of all secured claims by more than 20%, FLEXA shall release a corresponding part.

2. For the duration of the retention of title, the Purchaser is prohibited from giving the items of Supplies in pledge or as security, and resale shall be permissible only to resellers in the ordinary course of business and only on condition that the reseller receives payment from his customer or retains title so that the property is transferred to the customer only after fulfillment of his obligation to pay.

3. In the case of seizure, confiscation or other acts of interventions by a third party, FLEXA shall be immediately informed thereof in writing by the Purchaser.

4. In cases of non-performance of contractual obligations by the Purchaser, especially in the case of a delay in payment, FLEXA shall be entitled to take back the goods, and the Purchaser shall be obliged to return the purchased goods. The taking back, the assertion of the retention of title, or the seizure of the Secured Goods by FLEXA does not mean termination of the contract except if expressly stated by FLEXA.

5. Extended retention of title (German: "erweiterter Eigentumsvorbehalt"): Processing or modifying our goods by the Purchaser exclusively takes place to the benefit of FLEXA. In the case of combining FLEXA goods with non-FLEXA goods through processing, FLEXA shall be entitled to claim for a proportionate share in ownership based on the ratio of the total invoice amount for the FLEXA Secured Goods to the purchase price of the other goods charged at the point of time of combining FLEXA goods with the non-FLEXA goods.



In all other respects the new product will be subject to the agreements related to Secured Goods mutatis mutandis.

6. If the combined product consisting of FLEXA Secured Goods and other goods cannot be separated, FLEXA shall be entitled to claim for the proportionate share in ownership regarding the new product based on the ratio of the total invoice amount for the FLEXA Secured Goods to the purchase price of the other goods in the combined product charged at the point of time of the combination process of the goods. The Purchaser shall hold in custody sole ownership or part-ownership on behalf of FLEXA.

7. Prolonged retention of title (German: "verlängerter Eigentumsvorbehalt"): The Purchaser shall be entitled to resell FLEXA Secured Goods in the ordinary course of business. All claims resulting from such course of business against a third party shall herewith be transferred to FLEXA by the Purchaser beforehand according to the corresponding invoice value including VAT. Regardless of such transfer of claims, the Purchaser shall remain entitled to collect such claims. Upon request, the Purchaser has to announce to FLEXA the claims transferred and the corresponding debtors and to provide FLEXA with full information and all documents required for a collection of claim. Upon special request by FLEXA, the Purchaser shall inform the third-party debtor about the transfer of claim to FLEXA.

### V. TIME FOR DELIVERY, DELAY

1. Observance of agreed deadlines for delivery is conditional upon the timely receipt of all documents to be provided by the Purchaser, permits required, necessary releases, especially of plans to be provided by the Purchaser, as well as fulfillment of the agreed terms of payment and other obligations by the Purchaser. Unless these conditions are fulfilled on time, the time for delivery will be extended accordingly except where FLEXA is responsible for the particular delay.

2. If non-observance of the deadlines for delivery is due to force majeure such as mobilization, war, riot, or similar events such as strike, lockout, or any other non-predictable or grave operational breakdowns, such time shall be extended accordingly.

3. If FLEXA is responsible for a delay in delivery, the Purchaser - provided that he can credibly substantiate that he suffered a loss as a result thereof - may claim compensation for each full week of delay of 0.5% each, but in no event more than a total of 5% of the purchase price for that part of the Supplies which, owing to the delay, could not be put to the intended use.

4. Purchaser's claims for compensation justified due to a delay in delivery and claims due to non-performance of services which exceed the limits as specified in Clause V. paragraph 3 above shall be excluded in all cases even after expiry of an extension of time that may have been granted to FLEXA. This exclusion shall not apply where in cases of willful misconduct, gross negligence, or any harm to life, body, or health there is a legally binding liability; a change in the burden of proof to the detriment of the Purchaser is not involved in this regard. The Purchaser may cancel the contract within the framework of legal regulations only if FLEXA is responsible for the delay in delivery.

5. Upon FLEXA's request, the Purchaser is obligated to make a statement within a reasonable period of time whether he cancels the contract due to the delay in delivery and / or he is going to claim compensation for the service or if he insists on delivery of the goods.

6. If, upon the Purchaser's request, dispatch or delivery are delayed for more than one month after readiness for dispatch has been announced, the Purchaser may be charged storage costs for each completed month to the amount of 0.5% of the price for the goods to be supplied, but in no event shall the aggregate storage charges exceed a total of 5% of the price. The contractual parties are at liberty to furnish proof of higher or lower storage costs.



### VI. TRANSFER OF RISK

1. Risk of damage or of loss of the Supplies shall pass to the Purchaser as follows:

- a.) In case the Supplies are not to be delivered to the business premises of FLEXA, the risk shall pass at the time of delivery or, if the Purchaser is in default of acceptance, at the time when FLEXA offers to deliver the goods;
- b.) In the case the Supplies are to be delivered to the business premises of FLEXA ("ex works", Incoterms 2020), the risk shall pass at the time when FLEXA notifies the Purchaser that the goods are available for collection.

### VII. OBLIGATION TO ACCEPT DELIVERY

Deliveries, even with minor defects, have to be accepted by the Purchaser.

### VIII. DEFECTS; STATUTE OF LIMITATION

1. The statutory provisions shall apply to the rights of the Purchaser in the event of material defects (including wrong and short delivery as well as improper assembly/installation or defective instructions), unless otherwise provided below. In all cases, the special statutory provisions on the reimbursement of expenses in the case of final delivery of the newly manufactured goods to a consumer (supplier's recourse – German: "Lieferantenregress" – pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u BGB) shall remain unaffected, unless an equivalent compensation has been agreed, e.g. within the scope of a quality assurance agreement.

2. The basis of FLEXA's liability for defects shall be, above all, the agreement made on the quality and the presumed use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject matter of the individual contract or which were publicly announced by FLEXA (in particular in catalogs or on FLEXA's Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement as to quality in this sense.

Insofar as the quality has not been agreed, it shall be determined in accordance with the statutory provisions whether a defect exists or not (Section 434 para. 3 BGB). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the goods, shall take precedence over statements made by other third parties.

3. In the case of goods with digital elements or other digital contents, FLEXA shall owe provision and, if applicable, updating of the digital contents only insofar as this expressly results from a quality agreement pursuant to para. 2. In this respect, FLEXA shall not assume any liability for public statements of the manufacturer and other third parties.

4. FLEXA shall in principle not be liable for defects of which the Purchaser is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). Furthermore, the Purchaser's claims based on defects shall be subject to the condition that the Purchaser has complied with its statutory duties of inspection and notification (Sections 377, 381 German Commercial Code – "HGB"). In the case of building materials and other goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent upon delivery, inspection or at any later time, FLEXA shall be notified thereof in writing without undue delay. In any case, obvious defects shall be notified in writing within 5 working days after receipt and defects not detectable upon inspection within the same period after discovery. If the Purchaser fails to examine the goods and/or to give notice of defects in due time, FLEXA shall not be liable for the defect not notified in due time or not notified in due form in accordance with the statutory provisions.



In the case of goods intended for incorporation, attachment or installation, this shall also apply if, as a result of a breach of one of these obligations, the defect became apparent only after the corresponding processing; in this case, the Purchaser shall, in particular, have no claim to reimbursement of the corresponding costs ("costs of removal and installation").

5. If the delivered goods are defective, FLEXA may first choose whether FLEXA will effect subsequent performance by remedying the defect (subsequent improvement) or by delivering a non-defective good (replacement delivery). If the type of supplementary performance chosen by FLEXA is unreasonable for the Purchaser in the individual case, the Purchaser may reject it. FLEXA's right to refuse subsequent performance under the statutory conditions shall remain unaffected.

6. FLEXA shall be entitled to make the supplementary performance owed conditional upon the Purchaser paying the purchase price due. The Purchaser shall, however, be entitled to retain a part of the purchase price which is reasonable in relation to the defect.

7. The Purchaser shall give FLEXA the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Purchaser shall return the defective goods to FLEXA upon FLEXA's request in accordance with the statutory provisions; however, the Purchaser shall not be entitled to return the goods. Subsequent performance shall neither include the dismantling, removal or disassembly of the defective item nor the assembly, fitting or installation of an item free from defects, if FLEXA was not originally obliged to perform such services; claims of the Purchaser for reimbursement of corresponding costs ("costs of removal and assembly") shall remain unaffected.

8. FLEXA shall bear or reimburse the expenses incurred for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs as well as, if applicable, costs of removal and installation, in accordance with the statutory provisions and these General Terms of Delivery, if a defect is actually present. Otherwise, FLEXA may claim from the Purchaser reimbursement of the costs incurred due to the unjustified request to remedy the defect, if the Purchaser knew or was negligent not to know that there was actually no defect.

9. In urgent cases, e.g. in case of danger to operational safety or to avoid disproportionate damage, the Purchaser shall be entitled to remedy the defect himself and to claim from FLEXA compensation for the expenses objectively necessary for this purpose. FLEXA shall be notified without undue delay, if possible in advance, of such self-execution. The right of self-execution shall not exist if FLEXA would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

10. If a reasonable period of time to be set by the Purchaser for subsequent performance has expired unsuccessfully or is dispensable under the statutory provisions, the Purchaser may rescind the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there shall be no right of withdrawal.

11. Claims of the Purchaser for damages or reimbursement of futile expenses shall also exist in the case of defects only in accordance with Clause XI and shall otherwise be excluded.

12. Deviating from Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. If the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provision (§ 438 para. 1 no. 2 BGB). Other special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB) shall also remain unaffected.



The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages of the purchaser due to intent and gross negligence, due to damages caused by simple negligence resulting from injury to life, body or health as well as according to the Product Liability Act shall become time-barred exclusively according to the statutory limitation periods.

13. With regard to excess or short deliveries and tolerances, reference is made to Section II of these General Terms of Delivery.

### IX. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT; LEGAL DEFECT

1. FLEXA is committed to providing Supplies free of any industrial property rights and copyright of a third party (hereinafter called Property Rights) only in the country of the place of delivery unless stipulated to the contrary. If a third party, because of an infringement of Property Rights by products furnished by FLEXA and used in conformity with this contract, asserts legitimate claims against the Purchaser, FLEXA shall be held liable to the Purchaser within the period as stipulated in Clause VIII. paragraph 12 above as follows:

a.) At his own option and expense, FLEXA shall either obtain a right to use the Supplies, modify the Supplies so as not to infringe the Property Rights, or replace the Supplies. If this is not feasible to FLEXA on acceptable terms, the Purchaser is entitled to apply the legal rights of cancellation and the legal rights to a reduction in price due to a defect in the article purchased.

b.) FLEXA's obligation to pay damages is subject to Clause XI. below.

c.) FLEXA's aforesaid obligations shall exist only on condition that the Purchaser immediately notifies FLEXA in writing of the claims asserted by a third party, that he does not acknowledge an infringement, and that all countermeasures and settlement negotiations are reserved to FLEXA. If the Purchaser stops using the product to reduce damage or for other important reasons, he shall be obliged to inform the third party that the suspended use does not mean acknowledgement of an infringement of Property Rights.

2. Claims of the Purchaser shall be excluded if the Purchaser is responsible for an infringement of Property Rights.

3. Claims of the Purchaser shall also be excluded if the infringement of Property Rights was caused by specific demands of the Purchaser, by a use of the product not foreseeable by FLEXA, or by the product being altered by the Purchaser or being used together with products not provided by FLEXA.

4. In the case of any infringement of Property Rights concerning the claims of the Purchaser as stipulated in Clause IX. paragraph 1, a) the agreements stipulated in Clause VIII. shall apply mutatis mutandis.

5. In the case of other legal defects, the agreements of Clause VIII. shall apply mutatis mutandis.

6. Further claims or any other claims regarding legal imperfection in title as those stated in this Clause IX. of the Purchaser against FLEXA or against FLEXA's agent shall be excluded.

### X. IMPOSSIBILITY OF PERFORMANCE, CONTRACT ADAPTION

1. If it is impossible for FLEXA to carry out the Supplies for reasons for which it is responsible, the Purchaser shall be entitled to claim damages instead of the service. However, the Purchaser's claim for damages shall be limited to 10% of the value of that part of the Supplies which, owing to the impossibility, cannot be put to the intended use.





This shall not apply where in cases of willful misconduct, of gross negligence, or of harm to life, body, or health, there is a legally binding liability. No change in the burden of proof to the detriment of the Purchaser shall be involved, and the Purchaser's right to terminate the contract shall remain unaffected.

2. Where unforeseeable events as described in Clause V, paragraph 2 substantially change the economic importance or the contents of the Supplies or considerably affect FLEXA's business, the contract shall be adapted accordingly with due regard to the principle of good faith. Where this is economically not reasonable, FLEXA shall have the right to terminate the contract. If FLEXA intends to make use of this right of termination, FLEXA shall notify the Purchaser in writing immediately after becoming aware of the significance of the event. This shall apply even where at first an extension of the delivery time had been agreed with the Purchaser.

### XI. FURTHER LIABILITY

1. Any possible application-related advice given by FLEXA is given to the best of FLEXA's knowledge but does not release the Purchaser from its obligation to verify the suitability of such advice for the intended processes and purposes and is to be understood as a suggestion only. Any product recommendations are not to be understood to the effect that FLEXA thereby assures and/or guarantees any product properties or application possibilities. Responsibility concerning suitability and intended applicability of the FLEXA products is upon the Purchaser. Any liability of FLEXA in conjunction with such application-related advice given by FLEXA shall be excluded.

2. Any claims for damages of the Purchaser (hereinafter referred to as Claims) regardless of whether they are based on any violation of obligations resulting from the relationship under the law of obligations and from unauthorized action or on any other legal reasons shall be excluded.

3. The exclusions in accordance with the above Sections XI.1 and XI.2. shall not apply if liability is mandatory, e.g. under the product liability law or in cases of willful misconduct or of gross negligence, due to harm to life, body, or health, or due to the breach of material contractual obligations (obligation, the fulfillment of which enables the proper execution of the contract in the first place and compliance with which the contractual partner regularly relies on and may rely on).. However, liability for damages arising from the fundamental non-performance of contractual obligations shall be limited to the foreseeable damage normally covered by the contract except in cases of willful misconduct, gross negligence, or harm to life, body, or health. This limitation does not imply any change of the burden of proof to the detriment of the Purchaser.

4. If the Purchaser is entitled to claim for damages according to this Clause XI., such claims will be subject to limitation according to the period of limitation for claims due to defects of quality as stated in Clause VIII. paragraph 12. taking into account the provision therein on the application of the statutory limitation periods for claims for damages of the Purchaser due to intent and gross negligence, due to damage caused by simple negligence resulting from injury to life, body or health as well as according to the Product Liability Act.

### XII. PLACE OF JURISDICTION AND APPLICABLE LAW

1. If the Purchaser is a businessman, the place of jurisdiction for all disputes arising directly or indirectly out of the contract shall be the place of FLEXA's premises. However, FLEXA shall also be entitled to file an action at the place of the Purchaser's premises.

2. All contractual relations shall be governed by substantive German Law not including the conflict of laws rules of private international law and not including the United Nations Conventions on Contracts for the International Sale of Goods (CISG).



### XIII. FINAL TERMS

All rights of the Purchaser arising from the relationship under the law of obligations (German: "Schuldverhältnis") are non-transferable.

Hanau-Steinheim, February 1, 2023