

# **Terms and Conditions of Sale, Delivery and Repair of Raiffeisen Waren GmbH, Raiffeisen Technik Westküste GmbH, Raiffeisen Technik HSL GmbH, Raiffeisen Technik Ostküste GmbH, Raiffeisen Technik Nord-Ost GmbH, Raiffeisen Techni-Trak GmbH and Raiffeisen Technik RMF GmbH (hereinafter referred to as the “Seller/Contractor”)**

1. The following terms and conditions apply with authoritative force to all contracts entered into by the Seller/Contractor with Entrepreneurs and Consumers (Customer/Principal/Buyer). The invalidity of individual terms and conditions shall not affect the validity of the remaining terms and conditions. The same applies if individual terms and conditions are not applied. Verbal subsidiary agreements in conjunction with sales contracts shall only have binding force if the Seller confirms them in writing.

Amendments and extensions may be made verbally in the case of repair orders. A repair order shall include the authorisation to place sub-orders and perform test drives and, if necessary, transfers. If an order is not executed, the Principal shall be invoiced for the incurred costs, which are to be verified (time searching for the fault = working hours) if an order cannot be executed because

-The error for which notification of a defect has been provided did not occur during the inspection,

-A required spare part can no longer be procured,

-The customer culpably misses the agreed date or

-The order was withdrawn during execution.

2. Beyond its statutory warranty obligation, the Seller shall not independently provide a guarantee for the quality and proper design of the machine or the object of purchase in accordance with the manufacturer's warranty terms and conditions. By way of the display of these terms and conditions at the Seller's business premises or hand over at the Seller's business premises or hand over of these terms and conditions before the contract was entered into, the Buyer was given the opportunity to take note of them. However, without assuming any obligation of its own, the Seller shall process the warranty claims accordingly with the respective manufacturer as part of the care that is, insofar, incumbent on the Seller in this respect. The Seller shall be liable for claims for defects for 1 year, except in the cases specified in Sections 438 (1) No. 2 and 634a (1) No. 2 BGB (German Civil Code). With regard to Consumers, this period shall only apply to the sale of used, movable goods. The Seller shall only be liable to Entrepreneurs for public statements, in particular advertising, that it uses for its own purposes or that it has expressly included in the contract. As far as legally possible, used machinery shall be sold without any warranty. Exceptions to this are cases in which the Seller is legally liable (see Section 3.). The Entrepreneur may only provide notification of defects as a result of an obviously faulty or obviously varying quality of the goods, or delivery of goods that are obviously different from those ordered, without delay, at the latest, however, one week after receipt of the goods or once knowledge of the fault was gained. In the case of consumable goods, notification of defects shall only entitle the Entrepreneur to a reduction in price. In the case of goods other than consumable goods, notification of defects shall only entitle the Entrepreneur to demand subsequent performance. If this cannot be achieved within a reasonable period or is impossible because of the nature of the goods, the Entrepreneur shall be entitled to withdraw from the contract or reduce the purchase price. This does not affect the provisions of Section 478 BGB. The Entrepreneur must immediately inspect the goods upon receipt with regard to their quantity, quality and condition and undertakes to note obvious defects on the receipt. In other respects, Section 377 HGB (German Commercial Code) applies in relation to Entrepreneurs. Damage during transport shall not entitle the Buyer to refuse to accept the goods from the Seller. The relevant provisions of the German Commercial Code apply to merchants. The Customer's claims for compensation that extend beyond the warranty claims, in particular as a result of indirect damage and financial loss, are excluded insofar as this is permitted by law.

3. The Customer's claims for compensation, based on whichever legal grounds, in particular resulting from the violation of obligations set out in a contractual relationship and from unlawful acts, are excluded insofar as this is permitted by law. This does not apply insofar as liability is compulsory by law, in particular

- In cases of intent and gross negligence

- In the event of loss of life, physical injury or detrimental effects on health

- Due to the assumption of a guarantee for the existence of a specific characteristic

- In the event of a breach of essential contractual obligations or

- In accordance with the German Product Liability Act.

A change in the burden of proof to the detriment of the contracting party is not associated with the above provisions.

4. In the event of force majeure or other extraordinary events beyond the control of the Seller/Contractor, for example war, strikes, riots, blockages of transport routes, inadequate supply of raw materials or operational disruptions which render the delivery (replacement delivery) impossible, and also in the event of non-delivery or insufficient delivery or in the event of a delayed delivery by upstream suppliers, the Seller/Contractor shall be released from its delivery/repair obligation by way of exclusion of claims for damages and other compensation claims. However, the Seller/Contractor shall be entitled to extend the delivery/repair period by up to three months in such a case. The Customer/Principal undertakes to accept the goods within this period. Unless a fixed date has been agreed in writing, the stated delivery dates shall be deemed approximate only. In such cases, the Seller may exceed the delivery dates by up to 6 weeks without the Customer, for its part, being able to withdraw from the contract or claim damages. The Seller is entitled to render the contractual service in the form of partial deliveries. If delivery on call has been agreed, the Buyer shall call for delivery within a reasonable period.

5. Incoterms, as stated in the respective, valid, version apply to deliveries abroad. German law applies to the contract, however, by way of exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

6. The subject matter of contract, including its details, shall remain the property of the Seller or the financing credit institution (extended reservation of title) up until all the Seller's claims (including all balance claims from current accounts or balance acknowledgements) resulting from the business relationship between the Customer and the Seller have been satisfied. The Customer shall treat the items owned by the Seller with care and, at the Seller's request, insure them at its own expense against the usual risks to an appropriate extent and assign the insurance claims to the Seller. The Seller shall also be entitled to pay the insurance premiums at the Buyer's expense.

The Customer is not permitted to pledge or transfer ownership of the goods subject to reservation of title as security.

If the Customer is an Entrepreneur, it shall be entitled to sell the reserved goods in the ordinary course of business subject to assigning the resulting claims in the sum of the nominal value of the immovable reserved goods as long as the Entrepreneur has not defaulted in payment (extended reservation of title).

If the customer is a consumer, they may only dispose of the contractual item during the period of ownership of the Seller with the Seller's written consent and then only by way of extended reservation of title.

If the reserved goods are combined with other items or inseparably mixed or blended, the Seller shall become co-owner of the new item in accordance with Sections 947 and 948 BGB. Any processing or transformation shall apply on behalf of the Seller as the owner of the new item. The Customer shall gratuitously store the co-ownership for the Seller. If the reserved goods are sold with other goods not owned by the Seller without or after processing or combination, the assignment of the claim from the sale shall only apply to the amount of the invoice value of the goods subject to reservation of title. The assignment also includes any claims for remuneration for work performed and all subsidiary rights. Any other transfer of such claims shall be subject to the Seller's written consent. This does not affect Section 354 a HGB.

In addition, the Customer assigns in full to the Seller at this point in time, by way of security, all claims based on other legal grounds (e.g. tort) associated with the reserved goods in the sum of the nominal value of the reserved goods for which payment has not been settled. The Seller accepts this assignment at this point in time.

Resale without immediate payment shall only be permitted subject to further conditions and reservation of title, whereby the Seller shall retain ownership.

The Customer undertakes to notify its debtors of the assignment. The Seller also reserves the right to inform the debtors themselves of the assignment.

The Customer may demand that the Seller release part of the securities at its discretion, insofar as their value exceeds the nominal value of the unsettled claims by more than 10%. The Seller and the financing credit institution are authorised at any time to inspect the reserved goods in their possession and view all business documents relating to the assigned claims. On request, the Contractor undertakes to make available to the Seller the names of its affected debtors, the amount of the invoice claims and any other information required for the Seller to assert its rights, and hand over relevant documents to the Seller.

In the event of conduct in breach of contract or a significant deterioration in the Customer's financial situation (e.g. default in payment, petition for the institution of insolvency proceedings), the Seller shall be entitled to take back the reserved goods and demand assignment of the claims for surrender against third parties. Withdrawal and seizure of the reserved goods by the Seller does not constitute a withdrawal from the contract.

The Seller and, following transfer of ownership, the financing credit institution are to be notified as quickly as possible by registered letter of any change of ownership or intervention by third parties such as theft, seizure, confiscation or the like. At the request of the Seller or the financing credit institution, the Customer shall also pursue the claims of the Seller or the financing credit institution at its own expense.

In spite of the reservation of title, the Customer shall bear the risks of the loss of and deterioration in the items.

In all cases in which financing or settlement is effected by a third party, the Seller shall, upon transfer of ownership, assign to the new owner its rights resulting from the contract of purchase, including all security interests. In all cases of sale, it transfers the reserved ownership of the purchased item to the new owner, assigning its claim for surrender against the Customer.

7. Insofar as companies provide deliveries or services to or for the Seller and the Seller writes out invoices in that regard, the Entrepreneur is to review the invoice without delay to ensure it is correct and complete, in particular with regard to the stated turnover tax rate. Complaints or the disclosure of an incorrect turnover tax rate are to be reported to the Seller within 14 days of receipt of the invoice. If the Seller does not receive any communication from the Entrepreneur within this period, the turnover tax rate stated by the Seller shall be authoritative. In the event of violation of the obligation to provide notification, the Entrepreneur undertakes to pay damages to the Seller in accordance with the statutory provisions.

8. Lessees which, on the basis of the German Leaseholder Credit Act as stated in the version dated 5 August 1951 (Federal Law Gazette I. p. 494), enter into a pledge agreement are to exclude the items acquired under reservation of title from the pledge agreement for as long as the reservation of title exists. They must list these items individually and specify their characterising features. If a pledge agreement was entered into when this contract was entered into, the Customer and the Pledgee are to agree, specifying the affected items, that the lien does not extend to such items. The Customer is to ensure that the relevant agreement is deposited with the competent local court.

9. The Seller is entitled to invoice its services electronically as well (i.e. by way of an electronic invoice within the meaning of Section 14 of the German Turnover Tax Act (UStG) or other invoices in electronic format, e.g. PDF format), including if there is no legal obligation to do so. The invoice shall be sent by email.

Insofar as a special written agreement has not been entered into in respect of payment of the purchase price, all payments are to be net payments with no deductions on the day that is specified in the invoice as the due date or that is to be defined as the due date based on the payment terms specified in the invoice. Insofar as the Customer uses the basic or company direct debit scheme to settle the invoices, the Parties expressly agree that, where permissible by law, advance notice is to be given at the latest one calendar day before the respective direct debit. The Customer undertakes to pay default interest in the case of a default, including in the event of a deferment. The interest rate for Consumers is 5 percentage points, and for Entrepreneurs 9 percentage points, above the respective base interest rate in accordance with Section 247 BGB. The Seller/Contractor may charge for any further damages, discounting costs, collection costs and the like. The Customer shall only be entitled to deduct a discount if the Seller/Contractor has agreed to this in writing in an individual case. The Seller/Contractor or the financing bank may reject bills of exchange, cheques and other instruments. If they are accepted, this shall at all times only apply on account of payment and shall not be considered a cash payment. If a renewal of bills of exchange has been agreed, the renewal bill must be in the possession of the Seller/Contractor or the financing bank at least two workdays before the due date of the advance bill of exchange without being requested. Otherwise, the Customer's entitlement to a renewal shall lapse. Several Customers/Principals shall be deemed joint and several debtors. The Customer may only offset counter-claims that are not disputed by the Seller or have become *res judicata*. The Customer may not exercise a right of retention that is not based on the same contractual relationship. The assignment of claims against the Seller shall be subject to the Seller's prior, written, consent. The purchase price shall fall due immediately without a reminder if the Customer definitively refuses to pay the purchase price or fails to comply with agreed instalment payments. In such cases, the Seller may refuse to execute the purchase contract even without setting a subsequent period and without warning of the refusal and may demand compensation for all costs and expenses incurred as well as compensation for loss of value. If the Customer is in default of acceptance, the Seller may store the goods, at the expense and risk of the Customer, at its own or a third party's premises or utilise

them in a manner it deems suitable for the Customer's account, without the necessity to give notice. If the ownership structure or the legal form of the Customer's company changes, the Seller may demand immediate payment of all claims and make deliveries dependent on advance payments or the provision of security or withdraw from the contract. The same shall apply in the event of a significant deterioration in the Customer's financial or income situation. Insofar as nothing to the contrary is agreed, the place of performance for the delivery/service by the Seller/Contractor shall be the place where the respective branch office of the Seller/Contractor is located. The place of performance for the Customer's payments shall be the registered office of the financing bank, unless a cash payment is made at the premises of the Seller/Contractor or its branch offices. The registered office of the Seller/Contractor is deemed the exclusive place of jurisdiction for business transactions in commercial dealings or for customers who are legal entities under public law or special funds under public law.

10. We shall collect, store, modify or transmit personal data in compliance with the relevant data protection regulations.

11. The Seller/Contractor shall not take part in dispute resolution proceedings before a consumer arbitration board and does not undertake to do so.

12. Non-reusable packaging shall be taken back based on a special agreement or if a legal obligation to do so applies. The Seller's packaging return policy can be viewed at the following link: <https://www.rw.net/muellruecknahme>. It can also be made available in paper form on request.

13. In the event of interpretation difficulties, the German version of these terms and conditions shall be authoritative.

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