TERMS AND CONDITIONS
ATX Hardware GmbH West – Waldstr. 15 – 71139 Ehningen

1. GENERAL PROVISIONS

(1) Our Terms and Conditions (T&Cs) shall apply to all our business relations with our customers if they are companies, legal entities under public law or special funds under public law within the meaning of § 310 para. 1 BGB (German Civil Code).

(2) The T&Cs shall apply in particular to contracts for the sale and/or delivery of movable goods ("Goods") irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, our T&Cs in the version valid at the time of the customer's order or in any case in the version most recently communicated to him in text form shall also apply as a framework agreement for all subsequent transactions, even if this is not pointed out again when they are concluded.

(3) Our T&Cs shall apply exclusively; we do not recognise any terms and conditions of the customer that conflict with or deviate from our T&Cs or supplement these, unless we have expressly agreed to their validity in writing or text form (e.g. letter, e-mail, fax) ("in writing"). Our T&Cs shall also apply if we carry out the delivery to the customer without reservation in the knowledge of the customer's conditions that are contrary to or deviate from our T&Cs.

(4) Individual agreements made with the customer in individual cases (including subsidiary agreements, supplements and amendments) shall in any case take precedence over these T&Cs. All agreements made between us and the customer for the purpose of executing the respective contract are set down in writing in the respective contract.

(5) Legally relevant declarations and notifications of the customer in relation to the contract (e.g. setting of a deadline, notification of defects, revocation or reduction) must be made in writing. Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, remain unaffected.

(6) References to the validity of legal regulations are for clarification purposes only. Even without such a clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these T&Cs.

2. CONCLUSION OF CONTRACT

(1) Our offers are always subject to change without notice, unless a binding period is expressly mentioned. This shall also apply if we have provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, calculations, reference to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve ownership and copyright.

(2) An order placed by the customer constitutes an offer in accordance with § 145 BGB. Unless otherwise stated in the order, we can accept the offer within 2 weeks.

(3) A contract is only concluded when we accept an order in writing.

(4) Only the order confirmation is authoritative for the scope of our deliveries and services.

3. PRICES

All prices are quoted in Euro plus the statutory value added tax applicable at the time of invoicing. In the case of a sales shipment (clause 4, paragraph 4), the customer shall bear the transport costs ex warehouse. All taxes, customs duties, fees, import and export duties and other public charges as well as travel expenses incurred after commencement of delivery shall be borne by the customer.

4. DELIVERY, PLACE OF PERFORMANCE; DELAY IN DELIVERY

(1) The delivery period shall be agreed individually or stated by us when accepting the order. The beginning of a delivery period stated by us requires the clarification of all technical questions.

(2) Compliance with our delivery obligation further requires the timely and proper fulfilment of the customer's obligations. We reserve the right to raise the defence of non-performance of the contract. If the customer is in arrears with the payment of an earlier delivery, we shall be entitled to withhold deliveries without being obliged to compensate for any damage that may arise.

(3) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (unavailability of performance), we shall inform the customer of this immediately and at the same time inform him of the expected new delivery deadline. If the performance is also not available within the new delivery period, we shall be entitled to revoke the contract in whole or in part; we shall immediately reimburse any consideration already provided by the customer. A case of unavailability of performance in this sense is deemed to be, in particular, if we ourselves have not been supplied in good time by our supplier if we have concluded a congruent hedging transaction, and if neither we nor our supplier are at fault or if we are not obliged to procure in the individual case.

(4) Unless otherwise stated in the order confirmation, delivery shall be "ex works", which is also the place of performance for delivery and any cure *(Nacherfüllung)*. At the customer's request and expense, the goods shall be delivered to a place other than the place of performance (sales shipment). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport companies, shipping route, packaging) ourselves.

(5) The occurrence of our delay in delivery (*Lieferverzug*) shall be determined in accordance with the statutory provisions. In any case, however, a reminder (*Mahnung*) from the customer is required. If we are in default of delivery, the customer may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation amounts to 0.5% of the net price (delivery value) for each completed calendar week of the delay, but in total not more than 5% of the delivery value of the goods actually delivered late. We reserve the right to prove that the customer has not incurred any damage or only a substantially lower damage than the above lump sum.

(6) We are entitled to make and invoice partial deliveries, provided that the respective part of the delivery is a self-contained performance.

(7) We shall be liable in accordance with the statutory provisions insofar as the underlying contract provides a drop dead date (*Fixgeschäft*) within the meaning of § 286 para. 2 No. 4 BGB or § 376 HGB. We shall also be liable in accordance with the statutory provisions if, as a consequence of a delay in delivery for which we are responsible, the customer is entitled to claim that his interest in the further performance of the contract has ceased.

(8) The customer's rights according to clause 9 of these T&Cs and our legal rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or disproportionality of performance or cure), shall remain unaffected.

5. PASSING OF RISK, DEFAULT IN ACCEPTANCE

(1) The risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the latest upon delivery. In the case of sales shipment (*Versendungskauf*), however, the risk of accidental loss or accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. If acceptance has been agreed, this is decisive for the passing of risk. The statutory provisions of the law on contracts to produce a work shall also apply accordingly to an agreed acceptance. If the customer is in default of acceptance *(Annahmeverzug)*, this shall be deemed equivalent to handover or acceptance.

(2) If the customer is in default of acceptance, if he culpably violates other obligations to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses (e.g. storage costs). We reserve the right to further claims or rights (in particular compensation for additional expenses, appropriate compensation, termination).

6. TERMS OF PAYMENT

(1) Invoices shall be issued on the day of delivery or acceptance or, in the event of a default in acceptance of the delivery caused by the customer, on the day of our readiness for dispatch. The invoice amount is payable without deduction within 14 days of the invoice date, unless otherwise agreed. However, we are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We declare a corresponding reservation at the latest with the order confirmation.

(2) Payments shall be deemed to have been made on the day on which we can dispose of the amount. Discount and collection charges shall be borne by the customer. The above terms of payment also apply to partial invoices.

(3) Upon expiry of the above payment period, the customer shall be in default. The price shall be subject to interest during the period of default at the statutory default interest rate applicable at the time. We reserve the right to assert further damages caused by default. Our claim to the commercial interest on arrears (§ 353 HGB) against merchants shall remain unaffected.

(4) The customer shall only be entitled to set-off or retention rights insofar as his claim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counter rights, in particular in accordance with clause 8, paragraph 4 of these T&Cs, shall remain unaffected.

(5) If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to the price is endangered by the customer's lack of ability to pay, we shall – in accordance with the statutory provisions on the suspension of performance and if necessary after setting a deadline – be entitled to revoke (*Rücktritt*) the contract (§ 321 BGB). In the case of contracts for the manufacture of custom-made products, we can declare our revocation immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

7. RETENTION OF TITLE

(1) We retain title to the goods until all our present and future claims under the contract have been paid in full.

(2) In addition, we retain title of the goods (*Eigentumsvorbehalt*) until receipt of all payments from the business relationship (secured claims) with the customer.

(3) If the customer acts in breach of contract, in particular if the price due is not paid, we shall be entitled to revoke the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not include the declaration of revocation; we are rather entitled to demand only the return of the goods and reserve the right to revoke. If the customer does not pay the price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

(4) The customer shall treat the goods with care; in particular, he shall insure them adequately at his own expense against fire, water and theft damage at replacement value. If maintenance and inspection work is necessary, the customer must carry this out in good time at his own expense.

(5) The goods subject to retention of title may neither be pledged to third parties nor transferred by way of security before full payment of the secured claims. In the event of an application for insolvency proceedings to be instituted, in the event of seizure or other interventions by third parties on the goods belonging to us, the customer shall inform us immediately in writing so that we can take legal action in accordance with § 771 ZPO (German Code of Civil Procedure). If the third party is not able to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.

(6) The customer is entitled to resell or process the goods subject to retention of title in the ordinary course of business. The retention of title shall extend to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we shall be deemed the manufacturer. If the goods are processed, mixed or combined with other objects not belonging to us and the original owner's right of ownership remains in force, we shall acquire co-ownership in the ratio of the value of the goods (final invoice amount including VAT) to the other processed, mixed or combined objects at the time of processing. For the rest, the same applies to the resulting object as to the goods delivered under retention of title.

(7) The customer hereby assigns to us as security (*Sicherungsabtretung*) all claims arising from the resale against his customers or third parties, in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We hereby accept the assignment. The customer's obligations mentioned in paragraph 5 shall also apply in consideration of the assigned claims. The customer remains authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. We undertake, however, not to collect the claim as long as (i) the customer meets his payment obligations to us, (ii) there is no defect in his ability to pay (e.g. through an application to open composition or insolvency proceedings) and (iii) we do not assert the retention of title by exercising a right in accordance with paragraph 3. However, if this is the case, we can demand that the customer informs us of the assigned claims and their debtors, provides all information required for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

(8) We undertake to release the securities to which we are entitled at the request of the customer to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is at our discretion.

8. WARRANTY

(1) The customer's rights in the event of material defects (*Sachmangel*) and legal defects (*Rechtsmangel*) (including wrong and short delivery as well as improper assembly or faulty assembly instructions) shall be governed by the statutory provisions, unless otherwise specified below. Claims from supplier recourse are excluded if the defective goods have been further processed by the customer or another entrepreneur, e.g. by installation in another product.

(2) The basis of our liability for defects is above all the agreement reached on the quality of the goods (*Beschaffenheitsvereinbarung*). All product descriptions and manufacturer's details which are the subject of the individual contract or which were made public by us (in particular in catalogues or on our website) at the time of conclusion of the contract shall be deemed to be an agreement on the quality of the goods. Insofar as the quality was not agreed upon, it is to be judged according to the legal provisions whether a defect is present or not (§ 434 para. 1 p. 2 and 3 BGB). However, we do not assume any liability for public statements made by the manufacturer or other third parties (e.g. advertising statements) which the customer has not pointed out to us as being decisive for his purchase.

(3) Any customer's claims for defects require that the customer has fulfilled his obligations to examine and notify defects in accordance with § 377 HGB. Usual signs of wear and tear (in particular on needles, contact parts, springs, gas springs, bearings, pneumatic cylinders, valves, plug masks, seals, sliding elements), which are neither based on production, nor on material or construction errors, but are the result of the application and/or use of the delivered goods, do not constitute a defect.

(4) Insofar as the goods are defective, we shall, at our discretion, provide cure in the form of remedy of the defect (*Nachbesserung*) or supply of a new defect-free item (*Nachlieferung*). Our right to refuse cure under the statutory conditions remains unaffected. We are entitled to make the cure owed dependent on the customer paying the price due. However, the customer is entitled to retain a part of the price which is proportionate to the defect. The customer shall give us the time and opportunity necessary for the cure owed, in particular to hand over the rejected goods for inspection purposes. The curee does not include the removal of the defective item or its reinstallation if we were not originally obliged to install it.

(5) We shall bear or reimburse all expenses necessary for the purpose of testing and cure, in particular transport, travel, labour and material costs as well as any dismantling and installation costs in accordance with the statutory provisions, provided that these are not increased by the fact that the goods have been taken to a place other than the place of performance of the cure.

(6) If the demand for remedy of defects proves to be unjustified, the customer shall bear the costs incurred by our claim, unless the lack of defectiveness was not recognisable to the customer.

(7) If the cure fails or if a reasonable period of time to be set by the customer for cure has expired without success or is dispensable according to the statutory provisions, the customer shall be entitled to choose between a revocation of the contract or a reduction of price. In the case of an insignificant defect, however, there is no right to revoke the contract.

(8) Due to a breach of duty that does not consist of a defect, the customer may only revoke or terminate the contract if we are responsible for the breach of duty. A free right of termination by the customer (in particular in accordance with §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

(9) The limitation period (*Verjährungsfrist*) for claims for defects on the part of the customer is one year and begins with the delivery of the goods (see clause 5). Excluded from this are claims for damages due to injury to life, body or health and/or claims for damages due to damage caused by us through gross negligence or intent. In this respect, the statutory limitation periods shall apply.

9. CLAIMS FOR DAMAGES

(1) Unless otherwise provided for in these T&Cs, we shall be liable in accordance with statutory provisions in the event of a breach of contractual and non-contractual obligations. We shall be liable for damages - regardless of the legal grounds - within the scope of liability for intent (*Vorsatz*) and gross negligence (*grobe Fahrlässigkeit*). In the case of simple negligence (*einfache Fahrlässigkeit*), we shall only be liable, subject to statutory limitations of liability (e.g. care in our own affairs; minor breach of duty), for

a) damages resulting from injury to life, body or health

b) damages resulting from the breach of an essential contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to the compensation of the foreseeable, typically occurring damage.

(2) The limitations of liability resulting from paragraph 1 shall also apply to breaches of duty by or in favour of persons whose fault we are responsible for according to statutory provisions. They shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the customer under the Product Liability Act (Produkthaftungsgesetz).

(3) We do not assume any safekeeping obligations for circuit boards and other materials provided for an order.

(4) The limitation according to paragraphs 1 and 2 shall also apply if the customer demands compensation for futile expenditure instead of a claim for damages in lieu of performance.

10. PLACE OF JURISDICTION

(1) Exclusive, also international, place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship, insofar as this is legally permissible, is Stuttgart.

(2) These T&Cs and the contractual relationship between us and the customer shall be governed by and construed in accordance with the law of the Federal Republic of Germany; the application of the UN Convention on Contracts for the International Sale of Goods is excluded. German terms herein show the specific German legal term and concept applicable in the specific case.

Status: 11/2026