GENERAL TERMS OF SALE, DELIVERY AND PAYMENT

I. Scope, general

1. These Terms and Conditions shall apply to all business relations between ACP Baustofftechnik (hereinafter referred to as “ACP”) and its customers (hereinafter referred to as the “Purchaser”). The Terms and Conditions set out below shall only apply if the Purchaser is a trader (Art. 14 of the German Civil Code [BGB]), a legal person under public law or a legal entity under public law.

2. These Terms and Conditions shall apply exclusively; any conflicting conditions or conditions deviating from these Terms and Conditions of the Purchaser shall not be acknowledged by ACP, unless they have expressly agreed to their validity in writing. These Terms and Conditions shall also apply if ACP, being aware of conflicting or deviating conditions of the Purchaser from its Terms and Conditions, performs delivery to the Purchaser without reservation.

3. Any individual agreements with the Purchaser made in individual cases always take precedence over these Terms and Conditions. A written contract or written confirmation from ACP is authoritative for the content of such agreements.

4. Legally relevant declarations and notifications, which must be submitted by the Purchaser to ACP upon conclusion of the contract (e.g. deadlines, notifications of defects, declaration of withdrawal or reduction), must be made in writing in order to be effective.

5. References to the validity of statutory provisions are for the purposes of clarification only. Even without such clarification, the statutory provisions therefore apply, provided they are not directly modified or expressly excluded in these Terms and Conditions.

II. Conclusion of contract

1. The offers of ACP are subject to change without notice and are non-binding. This shall also apply if ACP has provided the Purchaser with catalogues, technical documentation, other product descriptions or documents in which ACP reserves its proprietary rights and copyrights.

2. The ordering of goods by the Purchaser shall be considered a binding contractual offer. Unless otherwise stated in the order, ACP shall be entitled to accept this contractual offer within 4 weeks of its receipt at ACP.

3. Acceptance of the order may be declared either in writing by way of order confirmation or by delivery of the goods to the Purchaser. Transfer via remote data transmission shall be sufficient for the written form.

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4. If ACP uses telemedia for the purposes of concluding a contract on the supply of goods or provision of services (contract in electronic commerce), the Purchaser shall waive the provision of appropriate, effective and accessible technical means for detecting and correcting input errors, notification of the information specified in Art. 246 Section 3 EGBGB (Introductory Law to the German Civil Code) as well as confirmation of receipt of their order. Orders sent electronically shall not be deemed to have been received until they have been called up and opened by ACP.

III. Prices – Terms of payment

1. All prices of ACP are ex stock and are in addition to the statutory value added tax (VAT) valid at the time of invoicing.

2. In the event of a sales shipment (Section VI, paragraph 1), the customer shall bear all shipping costs ex warehouse (including any transport packing and loading costs) and any transport insurance fees if an insurance is requested by the customer. Any customs duties, fees, taxes and other public charges are borne by the customer. To the extent permitted by the German Packaging Ordinance (VerpackV), ACP does not take back any transport or other packaging, which becomes property of the customer. This does not include pallets.

3. An adequate minimum order value surcharge is charged for small orders.

4. Unless otherwise agreed, the agreed purchase price shall be due and payable within 20 calendar days net of the invoice date.

5. The date of receipt of payment for all payment methods shall be the day on which ACP has at its disposal the amount owed by the Purchaser.

6. Upon expiry of the payment period stated in Section 4, the Purchaser shall be considered in arrears. The purchase price shall be subject to interest at the applicable statutory default interest rate during the period of non-payment. ACP reserves the right to assert claims for further damages caused by non-payment. With respect to merchants, claims by ACP on commercial interest on maturity (Art. 353 German Commercial Code [HGB]) shall remain unaffected.

7. The Purchaser shall be entitled to offsetting or retention rights only to the extent that their claim is legally established or undisputed. In the event of defects in delivery, the reciprocal rights of the Purchaser shall remain unaffected.

8. If, after conclusion of the contract, it becomes apparent that the claim of ACP to the

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purchase price is at risk due to a lack of performance on the part of the Purchaser (e.g. due to an application for the opening of insolvency proceedings), ACP shall be entitled to refuse performance and withdraw from the contract – if applicable, after setting a deadline – in accordance with statutory provisions (Art. 321 BGB). For contracts concerning the production of unjustifiable items (single products), ACP may declare withdrawal immediately; the statutory provisions concerning the dispensability of setting a time limit shall remain unaffected.

9. If, as a result of the permanent business relationship with the Purchaser, ACP has a due claim for payment against the latter, ACP may refuse to deliver goods until the Purchaser has effected the payment due. This shall apply accordingly if a credit limit granted to the Purchaser by ACP is exceeded.

IV. Reservation of title

1. Until full payment of all current and future claims arising from the respective purchasing contracts and the current business relationship (hereinafter “secured claims”), ACP shall reserve the ownership of the goods sold.

2. Goods subject to retention of title may neither be pledged to third parties nor transferred for security prior to full payment of the secured claims. The Purchaser shall immediately notify ACP in writing if and to the extent that any third parties gain access to goods under the ownership of ACP.

3. In the event that the Purchaser acts in a way contrary to the contract, in particular in the event of non-payment of the due purchase price, ACP shall be entitled to withdraw from the contract in accordance with the statutory regulations and to demand that the goods are returned based on the retention of title and the withdrawal. If the Purchaser does not pay the due purchase price, ACP may assert these rights only if ACP has previously set the Purchaser a reasonable payment deadline without success or if such a period of time is not required in accordance with statutory regulations.

4. The Purchaser shall be authorised to sell and/or process goods subject to retention of title in the normal course of business. In this case, the following provisions shall additionally apply.

(a) The retention of title shall extend to products produced by processing, mixing or combining the products of ACP at their full value, whereby ACP shall be considered the manufacturer. If, in the case of processing, mixing or combination with third-party goods, the ownership of these remains, ACP shall acquire co-ownership proportionate to the invoicing values of the processed, mixed or combined goods. Furthermore, the same shall apply to the resulting product as to the goods delivered under retention of title.

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(b) The Purchaser shall hereby now assign to ACP any claims against third parties arising from the resale of the goods or the product as a whole or to the amount of any co-ownership share of ACP in accordance with the preceding paragraph for security purposes. ACP accepts the assignment. The obligations of the Purchaser referred to in Section 2 shall also apply in view of the assigned claims.

(c) Along with ACP, the Purchaser shall remain authorised to collect the claim. ACP undertakes not to collect the claim as long as the Purchaser has fulfilled their payment obligations towards ACP, does not default on payment, does not file any application for the opening of insolvency proceedings and no other defect is present in their performance. However, if this is the case, ACP may demand that the Purchaser disclose to ACP the assigned claims and their debtors, provide all information required for collection, hand over the corresponding documents and notify the debtors (third parties) of the assignment.

(d) If the realisable value of the securities exceeds the claims of ACP by more than 10%, ACP shall release securities at the request of the Purchaser. The selection of the securities to be released shall be at the discretion of ACP.

V. Delivery deadline, delivery date, force majeure and default in delivery

1. Delivery or performance deadlines and delivery or performance dates shall be agreed upon individually or specified by ACP upon acceptance of the order.

2. The start of the individually agreed or specified delivery or performance deadline set by ACP shall require clarification of all technical questions.

3. Compliance with the delivery or performance obligation of ACP shall further require the timely and proper fulfilment of the Purchaser's obligation. Objection to the non- fulfilled contract is reserved.

4. If, for reasons beyond its responsibility, ACP does not receive deliveries or services from subsuppliers or subcontractors despite proper congruent coverage, does so incorrectly or not on time or if events of force majeure, i.e. hindrances to performance not attributable to it, occur for a duration of more than 14 calendar days, ACP shall inform the Purchaser in writing in good time. In this case, ACP shall be entitled to postpone the delivery or service by the duration of the hindrance or to withdraw from the contract in whole or in part due to the part not yet fulfilled, as long as ACP has fulfilled their present notification obligation and has not assumed the acquirement risk or production risk and the hindrance to performance is not just of a temporary nature. Force majeure equates to industrial action, lockout, official intervention, energy and raw material shortages, transport bottlenecks beyond ACP's control, operational obstacles beyond ACP's control, for example, obstructions caused by fire, water and machine damage and all other hindrances which, from an objective point of view, have not been caused culpably by ACP.

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5. If a delivery or performance date or a delivery or performance deadline is agreed as binding and based on events according to the above Point 4, the agreed delivery or performance date or agreed delivery or performance deadline is exceeded by more than four weeks, or if adherence to the contract is objectively unreasonable for the Purchaser in the case of a non-binding performance date, the Purchaser shall be entitled to withdraw from the contract due to the part not yet fulfilled.

6. The occurrence of defaults in delivery on the part of ACP shall be determined according to the statutory regulations. In any case, however, a reminder shall be required from the Purchaser. If ACP is in default of delivery, the Purchaser may demand lump-sum compensation for any damage caused by the default. For each completed calendar week of the delay, the compensation for loss shall be 0.5% of the net value of the goods, but in total no more than 5% of the net value of the goods that have been delivered late. ACP, however, reserves the right to prove that no kind of loss was incurred by the Purchaser, or that the loss sustained was considerably less than the lump sum stated above.

7. The rights of the Purchaser according to Section IX of these Terms and Conditions and the legal rights of ACP, in particular in the event of exclusion of the performance obligation (e.g. due to impossibility or unreasonable performance and/or subsequent performance) shall remain unaffected.

VI. Delivery, transfer of risk, default of acceptance

1. Delivery shall take place ex stock; this shall also be the place of performance. At the request and the expense of the Purchaser, the goods may be dispatched to another destination (sales shipment). Unless otherwise agreed, ACP shall be entitled to determine the type of shipment (in particular, transport companies, route of dispatch, packaging) itself.

2. Partial deliveries shall be permitted to the extent that this does not cause any disadvantage to the Purchaser.

3. Taking into account interests in individual cases and within the scope of reasonable circumstances, ACP shall reserve the right to perform commercially available over- and under-deliveries in the case of special items.

4. The risk of accidental loss and accidental deterioration of the goods shall pass to the Purchaser no later than upon delivery. However, with sales shipments, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass as soon as the goods are delivered to the courier, the freight carrier or any other person or institution designated to carry out the dispatch. Handover shall be deemed to be the same if the Purchaser is in default of acceptance.

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5. If the Purchaser is in default of acceptance, fails to cooperate or delays the delivery for other reasons within the Purchaser's control, ACP shall be entitled to compensation for the resulting damages including additional expenses (e.g. storage costs).

VII. Export control and customs

1. The recipient/contractual partner of ACP assures that goods supplied that fall under the scope of Article 12g Regulation (EU) 833/2014 or Article 8g Regulation (EC) 765/2006, will not be sold, exported, or re-exported, either directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus.

2. The recipient/contractual partner shall undertake its best efforts to ensure that the purpose of paragraph 1. is not frustrated by any third parties further down the commercial chain, including by possible resellers.

3. The recipient/contractual partner shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 1..

4. Any violation of paragraphs 1., 2., or 3. shall constitute a material breach of contract and entitles ACP to terminate the supply relationship with immediate effect and to cancel orders already accepted without delay. The recipient/contractual partner shall indemnify ACP from all costs, third-party claims, and other disadvantages (e.g., fines) resulting from the breach of an obligation under the paragraphs 1., 2., or 3.. This shall not apply if the recipient/contractual partner is not responsible for this breach of duty. Furthermore, ACP shall be entitled to demand a contractual penalty of 5% of the sales price of the goods sold in violation of the provisions of this regulation. Any further claims for damages shall remain unaffected by this.

5. The recipient/contractual partner shall immediately inform ACP about any problems in applying paragraphs 1., 2., or 3., including any relevant activities by third parties that could frustrate the purpose of paragraph 1.. The recipient/contractual partner shall make available to the RECA information concerning compliance with the obligations under paragraph 1., 2., and 3. within two weeks of the simple request of such information.

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VIII. Property rights

1. The Purchaser undertakes to inform ACP immediately of any property rights claims by third parties with regard to the products supplied by ACP. ACP shall be entitled, but not obliged, to assume legal defence at its own expense and on its own responsibility.

2. The Purchaser guarantees that the goods and services provided are free from third-party property rights. In the event of defects in title, the Purchaser shall indemnify ACP against all corresponding third-party claims, unless they are not responsible for the defect in title.

3. ACP shall reserve right of ownership and copyright to all documents or tools provided to the Purchaser, in particular drawings, illustrations, graphs, drafts, calculations, descriptions, plans, technical specifications, documentation, data carriers and software programmes. Documents and tools of this kind shall be used exclusively for contractual performance and may not be made available to third parties without the express written consent of ACP. The software programmes provided by ACP may be used by the Purchaser only within the framework of the applicable licensing terms.

IX. Claims for defects by the Purchaser

1. The statutory provisions shall apply to the rights of the Purchaser in the event of material defects and defects in title, unless otherwise specified below.

2. ACP's liability for defects shall be primarily based on the agreement reached concerning the quality of the goods. The information, drawings, illustrations, samples, technical specifications and data contained in brochures, catalogues, advertisements, price lists or offer documents, as well as recommendations for the use of the goods, shall be deemed an agreement on the nature of the goods, provided that they have been expressly confirmed by ACP as binding and are effectively included in the individual contract. Quality guarantees shall only be those which have been expressly designated as such by ACP in the order confirmation.

3. The Purchaser's claims for defects shall require the Purchaser's compliance with their statutory duties of inspection and notification (Art. 377, 381 German Commercial Code). If a defect occurs during the inspection or at a later point, ACP must be notified immediately in writing. The notification shall be deemed immediate if it is made within two weeks, whereby the timely dispatch of the notification shall be sufficient for observation of the deadline. Irrespective of these duties of inspection and notification, the Purchaser must provide written notification of obvious defects (including incorrect and under-deliveries) within two weeks of delivery, whereby the timely dispatch of the notice shall be sufficient for observation of the deadline. If the Purchaser fails to perform a proper inspection and/or report defects, ACP shall be excluded from liability for any unreported defect.

4. If the delivered item is defective, ACP may initially choose whether to provide supplementary

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performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement delivery). The right of ACP to refuse supplementary performance under the statutory conditions shall remain unaffected.

5. ACP shall be entitled to make supplementary performance conditional on the Purchaser paying the due purchase price. However, the Purchaser shall be entitled to retain a reasonable part of the purchase price proportionate to the defect.

6. The Purchaser shall specify to ACP the time and opportunity necessary for the due supplementary performance, in particular for handing over the rejected goods for testing purposes. In the case of replacement delivery, the Purchaser must return the defective item to ACP in accordance with the statutory provisions. Supplementary performance shall not include the removal of the defective item or re-installation if ACP was not originally obliged to install it.

7. The expenses required for the purpose of testing and supplementary performance, in particular transport, travel, labour and material costs (not: removal and installation costs) shall be borne by ACP in the event of a defect. If a request from the Purchaser to remedy a defect proves to be unjustified, ACP may seek reimbursement of any costs incurred from the Purchaser.

8. If the supplementary performance has failed or a reasonable period of time to be set by the Purchaser for supplementary performance has expired without success or is unnecessary according to the statutory regulations, the Purchaser may withdraw from the sales contract or reduce the purchase price. However, in the event of a minor defect, there shall be no right of withdrawal.

9. Claims by the Purchaser for damages or reimbursement of futile expenses shall only exist in accordance with Section X and shall be excluded in all other respects.

X. Other liability

1. Unless otherwise stated in these Terms and Conditions, including the following provisions, ACP shall be liable in the event of a breach of contractual and non- contractual obligations in accordance with the relevant statutory provisions.

2. ACP shall be liable for damages – regardless of the legal basis – in the event of wilful intent and gross negligence. In the event of simple negligence, ACP shall be liable only

(a) for damages resulting from loss of life, physical injury or compromised health;

(b) for damages resulting from the breach of an essential contractual obligation (obligation

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whose fulfilment enables proper execution of the contract in the first instance and on whose compliance the contractual partner regularly trusts and may trust); in this case, however, the liability of ACP shall be limited to the compensation of foreseeable, typically occurring damage.

3. The limitations of liability resulting from Section 2 shall not apply if ACP has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods. The same shall apply to claims of the Purchaser according to the Product Liability Act.

4. The Purchaser may withdraw or terminate due to a breach of obligation that is not a defect only if ACP is responsible for the breach of obligation. The free right of termination for the Purchaser (in particular according to Art. 651, 649 of the German Civil Code [BGB]) is excluded. In all other respects, the legal requirements and legal consequences shall apply.

XI. Limitation period

1. Notwithstanding Art. 438 Para. 1 No. 3 of the German Civil Code, the general limitation period for claims arising from material defects and defects in title is one year from delivery.

2. However, if the goods are a structure or an object that has been used for a structure in accordance with usual practice and which has caused the defect (building material), the limitation period according to the statutory regulation is 5 years from the date of delivery (Art. 438 Para. 1 No. 2 of the German Civil Code). Special statutory regulations for claims for the return of goods by third parties (Art. 438 Para. 1 No. 1 of the German Civil Code), for the seller's malicious action (Art. 438 para. 3 of the German Civil Code) and for claims in the supplier's regress for final delivery to a consumer (Art. 479 of the German Civil Code) shall remain unaffected.

3. The above limitation periods for the right of purchase shall also apply to contractual and non-contractual claims for damages by the Purchaser which are based on a defect of the goods, unless the application of the regular statutory limitation period (Art. 195, 199 of the German Civil Code) would result in a shorter limitation period in individual cases. The limitation periods of the Product Liability Act shall remain unaffected in any case. Otherwise, the statutory limitation periods shall apply exclusively to claims for damages by the Purchaser according to Section X.

XII. Hydrogen embrittlement

1. ACP and the Purchaser are aware of the many causes and problems of hydrogen- induced brittle breakage, particularly in the case of electroplated, high-strength or case-hardened articles above a tensile strength of 1000 N/mm² and core or surface hardness above 320 HV in accordance with DIN EN ISO 4042. ACP cannot guarantee complete elimination of the hydrogen embrittlement hazard.

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2. If the probability of hydrogen embrittlement is to be reduced due to the specific area of application of the goods supplied by ACP, for example, due to design or safety reasons, the Purchaser shall be obliged to conclude an agreement with ACP on the implementation of the process and the procurement of materials in order to counter the aforementioned risks.

3. DIN EN ISO 4042 is an integral part of the contracts concluded between ACP and the Purchaser.

XIII. Choice of law and place of jurisdiction

1. For these business relationships and all legal relationships between ACP and the Purchaser, the law of the Federal Republic of Germany applies, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. The conditions and effects of the retention of title in accordance with Section IV shall be subject to the law effective at the respective storage location of the item, insofar as the choice of law made in favour of German law is subsequently inadmissible or ineffective.

2. If the Purchaser is a merchant as defined by the German Commercial Code, a legal person under public law or a carrier of a legal entity under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the court of jurisdiction for the registered office of ACP in 74635 Kupferzell, Germany. ACP is however also entitled to bring legal action at the Purchaser's place of general jurisdiction.

XIV. Subscription order

1. Subscription orders ensure permanent and regular delivery at an interval specified by the Purchaser. The creation of a subscription order is an offer of the Purchaser, which is accepted by us through an email order confirmation on the respective selected day of execution. When the subscription order is executed, an order is placed, the goods are picked and sent to the specified address by standard dispatch.

2. A subscription order can be created, changed, deactivated and deleted by the Purchaser at any time free of charge in the ACP NORM online shop. In particular, the Purchaser may change the ordering interval and the delivery address. Deletion, modification or deactivation on the day of execution is not possible. A subscription order can be created for different items, but only with one delivery cycle and one delivery address. Multiple subscription orders must be deleted individually. Subscription orders can also be cancelled in writing. If a user is deleted from the ACP NORM Online Shop, all subscription orders created by the user shall be deleted permanently.
3. We reserve the right to cancel subscription orders with a notice period of 30 days. The right to termination for good cause shall remain unaffected.

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4. We prepare an invoice for each delivery under the respective agreed conditions. If a price commitment is not agreed, we may change the prices with a notice period of two weeks.

As of: October 2026

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