FUHR GmbH & Co. KG
Ottenhausener Straße 49
32839 Steinheim
Tel.: +49 5233 38360-0
www.fuhr-wire.com

International Terms and Conditions for the sale of goods and the provision of services of FUHR GmbH & Co. KG

§ 1 Applicability of these International Terms and Conditions for the sale of goods and the provision of services

(1) The terms and conditions set out in these International Terms and Conditions for the sale of goods and the provision of services ("International Terms and Conditions") apply to all contracts (each a "Contract") concluded between us and the customer on or after 1st June 2026, the subject matter of which is predominantly the delivery of movable goods ('goods') and/or the provision of services in accordance with § 3 sec. 2 of these International Terms and Conditions. These International Terms and Conditions apply exclusively. The customer's terms and conditions which conflict or differ from these International Terms and Conditions and/or from the legal provisions do not apply, even if we do not object to them or render performance or accept the customer's performance.

(2) These International Terms and Conditions do not apply if the goods and/or services are supplied and/or provided for personal, family or household use and we knew or ought to have known at any time before or at conclusion of the Contract that the goods and/or services were supplied and/or provided for any such use. The customer declares that the goods or services respectively are not ordered for personal, family or household use.

§ 2 Formation of the Contract; customer's pre-contractual obligations to provide information; content of the Contract

(1) A Contract always requires a written order of the customer.

(2) We may accept the customer's written order with our order confirmation (hereinafter the "Order Confirmation") within fourteen (14) calendar days for spare parts orders and, in all other cases, within twenty-eight (28) calendar days after we have received the customer's order. Until that time, the customer may not cancel its order.

(3) The customer is obliged to provide written notice to us prior to the conclusion of the Contract if (i) the customer intends to use the new goods and/or services under unusual conditions or under conditions that may pose a particular safety or health risk to any person or the environment, (ii) the goods to be delivered and/or the services are intended for the processing of unusual materials, or the customer expects a specific fit for purpose, or bases its expectations on public statements, advertising claims, or other circumstances outside the conclusion of the specific Contract, (iii) the Contract may involve atypical or unusual risks of damage, in particular damages that exceed the limits agreed upon in § 12 sec. 3 c. of these International Terms and Conditions.

(4) Any special requests of the customer, in particular regarding specific intended uses or quality expectations, guarantees or other specifications of the goods or the services, as well as the nature and scope of any inspections and acceptance tests to be carried out by us at our premises, and any performance commitments, instructions for use or safety information requested by the customer, shall in all cases require our express written confirmation.

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§ 3 Applicable law

(1) The Contract and these International Terms and Conditions are governed by the United Nations Conventions of 11 April 1980 on Contracts for the International Sale of Goods (UN Sales Convention / CISG) in the English version and all legal questions beyond the scope of the CISG are governed by the Swiss law of obligations (Obligationenrecht). The CISG also applies to all agreements as to the jurisdiction of courts and arbitral tribunals.

(2) The provisions of the CISG shall also apply to contracts between the customer and us in which the predominant part of our obligations consists in the supply of labour or services (collectively herein referred to as “services”), e.g. the commissioning, maintenance and/or repair of machinery and/or individual components, including any overhauls; or the provision of design services which, for example, are a prerequisite for the manufacture of goods and may therefore constitute the main focus of the Contract). As regards contracts for the provision of services, the provisions of the CISG therefore apply mutatis mutandis and are thus to be understood as referring to the provision of services (in the context of Art. 35 sec. 1 CISG, this means, for example, that instead of the delivery of goods we have to provide services which are of the quantity, quality and description required by the Contract and which are contained or packaged in the manner required by the Contract). Also with regard to a Contract for the provision of services, all legal questions beyond the scope of the CISG (taking into account the afore-stated provisions) are governed by the Swiss law of obligations (Obligationenrecht).

(3) Should commercial terms be used the Incoterms® 2020 of the International Chamber of Commerce apply taking into account the provisions stipulated in these International Terms and Conditions.

§ 4 Specifications of services and/or new goods; third party rights

(1) Services and/or new goods have to conform to the specifications and quality requirements set out in the Order Confirmation, taking into account standard commercial tolerances. To the extent no specifications or quality requirements are stated in the Order Confirmation, services and/or new goods conform with the contract if they are fit for the purpose which is usual in Germany and fit for the purpose for which services and/or new goods of the same description are usually used for in Germany. Unless otherwise explicitly agreed to, services and/or new goods do not have to conform to any laws or regulations existing outside of Germany.

(2) If the services and/or new goods cannot be provided or delivered in the condition offered at the time the Contract was concluded, because technical improvements have been made, we are entitled to deliver the good and/or provide the service in an improved version. Any agreed performance specifications are subject to good operating conditions, the use of suitable materials and original spare parts, proper and regular maintenance, and the deployment of trained staff.

(3) Rights and claims of third parties (in particular rights and claims based on title or industrial property rights) to services and/or new goods only constitute a defect in title if these rights and/or claims are in force and registered in Germany and impede the use of the services and/or new goods in Germany.

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§ 5 Obligation to deliver; place of performance for services; passing of risk

(1) We have to deliver the goods referred to in the Order Confirmation. Where necessary and in accordance with industry practice, the goods must be delivered in packaging suitable for the mode of transport. If the services are performed on an item to be delivered (e.g., in the case of repairs that are to be carried out at our place of business, as agreed), that item must also be delivered in packaging suitable for the mode of transport.

(2) If no other Incoterm®-clause is agreed upon, the delivery of goods and/or the items on which the services were performed has to be made FCA Incoterms® 2020 at the place of delivery indicated in the Order Confirmation, or – if no place of delivery is indicated in the Order Confirmation – FCA Incoterms 2020 at our premises in 32839 Steinheim/Germany. If we contract for carriage at the customer's risk and expense, the place of performance remains at the place indicated in the Order Confirmation, or – if no place is indicated in the Order Confirmation – in 32839 Steinheim/Germany. We are not obliged to contract for carriage or to inform the customer that the goods and/or the items on which the services were performed have been delivered or that the carrier or another person nominated by the customer has failed to take the goods and/or the items on which the services were performed within the time agreed

(3) The place of performance for the provision of services is in 32839 Steinheim/Germany, unless the nature of the Contract requires that the services are to be performed at a different location, e.g., in the case of commissioning at the customer's premises or the performance of maintenance on machinery located at the customer's premises.

(4) Without prejudice to § 5 sec. 5 of these International Terms and Conditions, adherence to the delivery and/or performance date, respectively the delivery and/or performance period, as stated in the Order Confirmation is subject to the condition that we receive timely delivery from our own sub-supplier. However, we may not invoke § 5 sec. 4 sentence 1 of these International Terms and Conditions if we both (a) fail to clarify with our own sub-supplier, prior to concluding the Contract with the customer, the expected delivery time of the goods to be delivered to the customer or the raw materials and auxiliary materials required for the performance of the services, and (b) fail to conclude the supply contract with our own sub-supplier without undue delay following the conclusion of the Contract with the customer.

(5) Adherence to the delivery and/or performance date, respectively the delivery and/or performance period, as stated in the Order Confirmation is not of the essence and non-adherence to the delivery and/or performance date, respectively the delivery and/or performance period, does not constitute a fundamental breach of contract. If delivery and/or performance periods are agreed to, we reserve the right to determine the exact delivery and/or performance time within the delivery and/or performance period.

(6) All dates and periods are dependent upon the customer performing all of his obligations in due time. In particular, the customer has to procure or confirm any necessary permits, drawings etc. and make agreed payments in due time.

(7) We are entitled to make partial deliveries of the goods and/or of the services and to invoice these separately.

(8) In case of delivery of goods and items on which the services were performed, the passing of risk takes place with delivery in accordance with § 5 sec. 2 of these International Terms and Conditions. Should the customer fail to take delivery, the risk passes at the time the customer

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fails to take delivery.

(9) In addition to our statutory rights we are entitled to suspend the performance of our obligations if there are reasonable indications that the customer will not perform his obligations under the Contract, in particular not be able to pay the agreed price in due time.

§ 6 Delivery note, invoice and other documents

(1) We will provide the customer with a delivery note issued according to our standard.

(2) Irrespective of the Incoterms®-clause used, we are not obliged to clear the goods and/or provided services for export. We will however at the customer's risk and expense apply for any necessary export licences and formalities as regards customs provided that the customer has provided us with all necessary information.

(3) We will provide the customer only with such documents explicitly stated on the Order Confirmation.

§ 7 Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) flood, fire, earthquake, or explosion; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (c) government order or law; (d) actions, embargoes, or blockades in effect on or after the date of the Contract; (e) action by any governmental authority; (f) national or regional emergency including pandemics and epidemics; (g) strikes or labor stoppages; (h) industrial or supply chain disturbances affecting the relevant market; and (i) other acts, occurrences or situations that are not within the reasonable control of the affected party (each, a "Force Majeure Event"). The above also includes the occurrence of such events at sub-suppliers. The party suffering a Force Majeure Event shall give notice within 30 days of the Force Majeure Event to the other party (albeit this notice not being a precondition for such Force Majeure Event to exist and to excuse the respective party), stating the period of time the Force Majeure Event is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

§ 8 Obligation to pay the price of the goods or services respectively

(1) The customer is obliged to pay the agreed price for the goods or service respectively as well as all agreed additional costs to the bank account nominated by us. The place of payment is 32839 Steinheim/Germany. Banking fees accrued outside of Germany will be borne by the customer. The payment shall be made without any deductions and is due for payment on the date or within the time limit as stated on the Order Confirmation. A time limit for payment stated on the Order Confirmation shall be calculated from the date of invoice. In the absence of any payment dates or time limits stated on the Order Confirmation, payment shall be made within 30 (thirty) calendar days after date of invoice and the delivery of goods and/or services. The

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customer's acceptance of the goods is no precondition for the payment to become due.

(2) The agreed prices shall exclude any statutory VAT applicable at the date of delivery.

(3) The customer is only entitled to exercise a lien or to suspend his performance if this is based on the same transaction as well as based on a due and undisputed or finally adjudicated counterclaim of the customer.

(4) The customer may only offset any claims insofar as the customer's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement.

(5) If and till such time the customer is in arrears with payment of the price or agreed additional costs, the customer is obliged to pay interest at the rate of nine (9) percentage points above the base rate of the German Central bank per annum.

(6) The customer is obliged to export the goods and or the item on which the service is performed abroad and to comply with the customs and sales tax regulations applicable to the delivery and/or service in accordance with the relevant provisions in Germany and to provide us with the necessary documentation.

§ 9 Non-conforming goods or services; goods or services with a defect in title

(1) New goods and/or the provided services do not conform to the contract if at the time the risk passes they significantly deviate from the requirements set out in § 4 sec. 1 and sec. 2 of these International Terms and Conditions.

(2) New goods and/or the provided services are not free from rights or claims of third parties only, if at the time the risk passes they significantly deviate from the requirements set out in § 4 sec. 3 of these International Terms and Conditions.

(3) Second-hand goods are delivered without any liability. This exclusion does not apply to intent and fraudulent concealment of a non-conformity or defect in title.

§ 10 Duty of examination and notification

(1) Without prejudice to the legal provisions, the customer is obliged to examine the goods or services respectively comprehensively in respect of deviations as regards type, quantity, quality and packaging. If necessary, the customer is obliged to conduct the examination with the help of external third parties.

(2) Notice of non-conformity has to be made in within five (5) calendar days. For very obvious non-conformities, the period for such notification starts with the delivery of the goods and or services, in all other cases after the customer has discovered the non-conformity or ought to have discovered it. Notice of non-conformity has to be given in writing. The notice of non-conformity has to clearly indicate and describe the non-conformity in such a way that we can take remedial actions.

(3) Apart from the aforesaid as well as with respect to defects in title, the statutory provisions apply.

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§ 11 Limitation period

Without prejudice to claims resulting from a malicious, grossly negligent or intentional conduct as well as claims due to injury of life, body or health, the customer's claims in respect of the delivery of non-conforming new goods or the performance of non-conforming services, as well as new goods or services with a defect in title, become time-barred one (1) year after delivery of the goods or the performance of the services, in the cases specified in § 5 sec. 1 sentence 1 of these International Terms and Conditions one (1) year after delivery of the item. For second-hand goods § 9 sec. 3 of these International Terms and Conditions applies. The delivery of substitute goods and/or services or the repair of delivered goods and/or services does not lead to a restart or suspension of the limitation period.

§ 12 Remedies in case of non-conforming goods and goods with a defect in title; limitation of liability

(1) In case of delivery of non-conforming goods and/or the delivery or performance of non-conforming services, the customer can claim delivery of substitute goods and/or services or declare avoidance of the Contract only in accordance with the legal provisions.

(2) To the extent any costs associated with performing remedies are increased by the fact that the customer has removed the goods and/or the item on which the services are to be performance to a place not stated in the Order Confirmation or, in the absence of such an indication, to a place other than the customer's place of business, these costs will be borne by the customer.

(3) If the customer has incurred damages despite having exercised the remedies provided for in § 12 sec. 1 of these International Terms and Conditions, the customer may claim damages in the event of non-conforming goods and/or non-conforming services, and/or goods and/or services with a defect in title, or in the event of any other breach of obligation resulting from the Contract or the business relationship with the customer, only in accordance with the following provisions and any recourse to concurrent bases of claim (in particular of a non-contractual nature) is excluded:

a. **We are not liable for the conduct of our sub-suppliers or subcontractors. Neither are we liable for damages to which the customer has contributed.**

b. **The customer has to prove that either our directors or employees or other members of staff have deliberately or negligently breached contractual obligations owed to the customer.**

c. **In case of liability, the amount of damages for late delivery and late service is limited to 0,5 per cent for each full week of delay, up to a maximum of 5 per cent of the net price of the goods and/or services delivered and/or performed late or not at all, and in case of liability for non-conforming goods or services and/or goods or services with a defect in title, and in case of all other breaches of obligations, is limited to the 50% of the net price of the goods and/or services affected.**

d. **Irrespective of § 12 sec. 3 c. of these International Terms and Conditions, we are not liable for loss of profit, damages for interruption of production and loss of usage. Deviating from § 12 sec. 3 c. of these International Terms and Conditions, in the**

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event that we commission equipment at the customer's premises, we shall not be liable for any damage caused to products provided by the customer for the purpose of commissioning.

e. **The aforesaid limitations in § 12 sec. 3 of these International Terms and Conditions do not apply**

   i. **to injury of life, body or health,**

   ii. **if we have acted maliciously, grossly negligent or intentionally,**

   iii. **if we are liable according to mandatory product liability laws, and**

   iv. **to liabilities which may not be excluded or limited according to the applicable laws.**

(4) Apart from the aforesaid, the statutory provisions apply.

§ 13 Right to use software; rights in documents etc.

(1) In case the goods include software, with the delivery of the goods the customer is hereby granted a non-exclusive, royalty-free license to use the software, but strictly and only in connection with the goods purchased under the Contract. With the exception of the right to make one backup copy, the customer is not entitled to copy the software.

(2) We retain all intellectual property rights to all documents, pictures, drawings etc. (collectively "Documents") which we have created and/or provided in connection with the performance of our obligations under the Contract. Such Documents shall belong exclusively to us.

§ 14 No re-export to Russia

(1) If the customer has its place of business in an country outside of the EU (with the exception of partner countries listed in Annex VIII to the Regulation (EU) No 833/2014), the customer shall not sell, deliver, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. Furthermore, the customer shall not use intellectual property rights or trade secrets as well as access and reuse rights to materials or information that are supplied, licensed, or otherwise transferred to customer under or in connection with the Contract in connection with common high priority items as listed in Annex XL to the Regulation (EU) No 833/2014 which are intended, directly or indirectly, for sale, delivery, transit, or export to the Russian Federation or for use in the Russian Federation; customer is also required to prohibit any potential sublicenses of such intellectual property rights or trade secrets from engaging in such activities.

(2) The customer shall undertake its best efforts to ensure that the purpose of § 14 para. 1 of these International Terms and Conditions is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The customer 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 § 14 para. 1 of these International Terms and Conditions.

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(4) Any violation of § 14 para. 1, 2 or 3 of these International Terms and Conditions shall constitute a fundamental breach of contract, and we are entitled to seek appropriate remedies, including, but not limited to:

a. avoidance of the Contract; and

b. a penalty of 30% of the net purchase price of the goods sold under the Contract or the net purchase price of the goods concerned by the violation, whichever is higher.

(5) The customer shall immediately inform us about any problems in applying § 14 para. 1, 2 or 3 of these International Terms and Conditions, including any relevant activities by third parties that could frustrate the purpose of § 14 para. 1 of these International Terms and Conditions. The customer shall make available to us information concerning compliance with the obligations under § 14 para. 1, 2 or 3 of these International Terms and Conditions within two (2) weeks of the request of such information.

§ 15 No re-export to Belarus

(1) If the customer has its place of business in an country outside of the EU (with the exception of partner countries listed in Annex I to the Regulation (EU) No 258/2012), the customer shall not sell, deliver, export or re-export, directly or indirectly, to Belarus or for use in Belarus any goods supplied under or in connection with the Contract of Sale that fall under the scope of Article 8g of the Regulation (EC) No 765/2006.

(2) The customer shall undertake its best efforts to ensure that the purpose of § 15 para. 1 of these International Terms and Conditions is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The customer 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 § 15 para. 1 of these International Terms and Conditions.

(4) Any violation of § 15 para. 1, 2 or 3 of these International Terms and Conditions shall constitute a fundamental breach of contract, and we are entitled to seek appropriate remedies, including, but not limited to:

a. avoidance of the Contract; and

b. a penalty of 30% of the net purchase price of the goods sold under the Contract or the net purchase price of the goods concerned by the violation, whichever is higher.

(5) The customer shall immediately inform us about any problems in applying § 15 para. 1, 2 or 3 of these International Terms and Conditions, including any relevant activities by third parties that could frustrate the purpose of § 15 para. 1 of these International Terms and Conditions. The customer shall make available to us information concerning compliance with the obligations under § 15 para. 1, 2 or 3 of these International Terms and Conditions within two (2) weeks of the request of such information.

§ 16 Other provisions

(1) Title of the goods that have been delivered remains with us until all of our claims against the

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customer have been settled. The customer is obliged to take all measures necessary for the protection of our property and ensure that our title is not prejudiced. If this is necessary for a valid reservation of our title, the customer in particular undertakes to arrange for any necessary entry in the public registers in the country of location of the goods at its own expense.

(2) We are not obliged to perform any obligations not stated in the written Order Confirmation or in these International Terms and Conditions.

(3) There are no side agreements to the Contract.

(4) Any amendments to a concluded Contract require our written confirmation, duly approved by signature.

(5) The customer is not entitled to assign his rights and obligations against us to a third party.

(6) The place of performance for delivery of the goods or services respectively is governed in § 5 sec. 2 of these International Terms and Conditions, the place of performance for the payment in § 8 sec. 1 of these International Terms and Conditions. § 5 sec. 3 of these International Terms and Conditions remains unaffected. For all remaining obligations and irrespective of the agreement of a differing Incoterms®-clause, the place of performance is agreed to be 32839 Steinheim/Germany, including for a replacement delivery, for the rectification of non-conformities and for the restitution of the contractual obligations in case of avoidance of the Contract.

(7) All communications, declarations, notices etc. (hereinafter collectively “Notices”) are to be drawn up exclusively in German or English. Notices by means of fax or email fulfil the requirement of being in writing. A signature is not required, unless these International Terms and Conditions explicitly require a signature.

§ 17 Agreement on jurisdiction and arbitration

(1) If the customer’s place of business is located within the European Union, Switzerland, Iceland or Norway, for all contractual and extra-contractual disputes, including disputes under insolvency law, arising out of or in connection with a Contract and/or these International Terms and Conditions, including its/their validity, invalidity, violation or cancellation, the state court which has jurisdiction for 32839 Steinheim/Germany shall have exclusive jurisdiction. Instead of bringing an action before the state court which has jurisdiction for 32839 Steinheim/Germany, we are also entitled to bring an action before the state court of the customer’s place of business. If the customer is sued by its customer, e.g. due to alleged delivery of defective goods, instead of third-partying us, the customer is under no circumstances entitled to bring an action on a warranty or guarantee or any other third-party proceedings (all of the foregoing within the meaning of Art. 8 No. 2 of Regulation No. 1215/ 2012 and comparable provisions) against us before a court other than the court having jurisdiction for 32839 Steinheim/Germany; Art. 8 no. 2 Regulation No. 1215/2012 and comparable provisions are within the contractual relationship of us and the customer excluded.

(2) If the customer’s place of business is outside of the European Union, Switzerland, Iceland and Norway, all contractual and extra-contractual disputes, including disputes under insolvency law, arising out of or in connection with a Contract and/or these International Terms and Conditions, including its/their validity, invalidity, violation or cancellation, shall be finally resolved

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by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The provisions governing the expedited procedure under Article 42 of the Swiss Rules do not apply. The place of the arbitration shall be Hanover/Germany, the language used in the arbitral proceedings shall be English. If the customer is sued by its customer, e.g. due to alleged delivery of defective goods, instead of third-partying us, the customer is under no circumstances entitled to bring an action on a warranty or guarantee or any other third-party proceedings (all of the foregoing within the meaning of Art. 8 No. 2 of Regulation No. 1215/ 2012 and comparable provisions) against us before a court other than the arbitration court according to this § 17 (2) of these International Terms and Conditions.

§ 18 Severability

If provisions of these International Terms and Conditions should be or become partly or wholly ineffective, the remaining provisions will continue to apply. We and the customer are bound to replace the ineffective provision with a legally valid provision as close as possible to the commercial meaning and purpose of the ineffective provision.

Status as of October 2026