

## Business Terms

### 1. Offers and information documents

All offers by the supplier as well as verbal or telephone agreements are non-binding. Binding and legal validity results from contracts or identical declarations of intent, for example through the customer's order and the supplier's order acceptance.

We reserve the right to change prices and product details. The delivery status therefore cannot be automatically derived from the presentation of the products and information documents provided by the supplier.

### 2. Delivery

Our prices are ex works excluding packaging. Packaging costs are charged separately.

Due to the fragility of ceramic products during transport, transport insurance is recommended. If the buyer does not have his own transport insurance, he can claim ours for a fee. The fee's amount is shown separately in our offers, order confirmations and invoices.

### 3. Delivery times

Information on delivery times is always made subject to force majeure and unforeseeable circumstances at our company or at our suppliers. We do not have any liability to pay compensation for delivery deadlines not met.

### 4. Payment

Unless otherwise stated in our documents or otherwise agreed, our invoices are payable within 10 days of the invoice date with a 2% discount or within 30 days net. The date of receipt of payment is decisive for the discount period. Payment can be made in cash or by bank transfer.

For new customers we deliver against prepayment or cash on delivery. We deliver to customers whose current creditworthiness we have no information about or cannot rate positively, against cash on delivery or prepayment.

### 5. Custom-made products

For custom-made products, quantity tolerances of up to +10% are required, with the smallest possible tolerance quantity being +2 pieces. This tolerance relates to the order quantity. The buyer undertakes to completely purchase the quantity produced within the above-mentioned tolerances. The entire delivery quantity will be invoiced at the agreed prices. A delivery contract for custom-made products only becomes legally effective with our written confirmation. A return of quantities delivered by us is excluded.

### 6. Warranty

We guarantee the quality of our products in that way, that within 6 months from invoice date, we compensate any manufacturing or material defects by repairing the defective product or delivering a replacement, as per our choice. Claims for damages on the basis of the guarantee are excluded unless they are based on intent or gross negligence on our part or concern personal injury. The buyer retains the right to a reduction in price, rescission and improvement in accordance with the statutory provisions.

### 7. Product safety and liability

Our products comply with the relevant provisions and regulations in accordance with the harmonized European standard EN 60519-1 "Safety in electrical heating systems".

The installer or installation company is responsible for the professional installation of our products. The applicable safety regulations such as EN, VDE, UL standards and our safety instructions, which can be viewed on the internet and are made available on request, must be observed.

The customer must hand over the safety instructions to the system operator or his subsequent customer in his own language.

The user is responsible for the correct operation of our products and for compliance with the applicable safety regulations.

We assume no liability for personal injury, property damage or operational disruptions resulting from errors or defects in our products, unless they are at least due to negligence on our part and, due to the nature of the error or defect, were foreseeable when used properly.

We also assume no liability for consequences that result from the improper operation of our products or that arise from incorrect product selection.

### 8. Complaints

Complaints must be reported to us in writing immediately after receipt of the goods. The documentation of the damage must be clearly understandable, for example with photos attached. If the complaint is not made immediately after receipt of the goods, which is 5 days from the insurance side, or if defects appear later after their discovery, the goods are considered approved and lead to the loss of claims. In the case of returns, our consent must be obtained before dispatch. We reserve the right to make technical changes, deviations from samples or from earlier deliveries.

### 9. Return of incorrectly ordered standard products

The return of delivered goods that have been incorrectly ordered by the customer is possible, provided the goods are unused, technically and visually in order, in their original packaging and not older than 3 months. The return sender is responsible for the freight and packaging costs. If necessary, additional storage costs will be incurred which will be charged to the return sender.

### 10. Trademarks | Copyrights

The name "Elstein" is a globally protected brand name for our products. Its use or further processing requires our written consent. This also applies to all media, including the Internet.

We reserve the property rights and copyrights to offers, drawings, our website and all other documents. Further use or reproduction requires our written consent.

### 11. Other reservations

We reserve the right to make technical changes, deviations from samples, literature or from earlier deliveries.

We also reserve the right to deviate from any agreed service or promise if the deviation arises involuntarily, for example due to force majeure, or according to the circumstances, is absolutely necessary and is reasonable in terms of scope and nature. This does not give rise to any claims for damages against us. This includes, for example, prices, deliveries and delivery times.

The right of recourse according to § 445a BGB (German law) is excluded if the supply chain does not include a consumer and the exclusion is exceptionally appropriate due to a special interest or need of entrepreneurial business transactions.

This is the case, for example, if a party involved in the supply chain is largely responsible for the expenses incurred and the reimbursement of expenses leads to unreasonable hardship for the seller. As a rule, unreasonable hardship exists when business operations are significantly jeopardized by the reimbursement of expenses.

If the buyer is not a consumer, the burden of proof that the purchased item was defective before the transfer of risk to the buyer is borne by the buyer.

Required expenses within the meaning of § 439 paragraph 2 and paragraph 3 BGB (German law) are only those that are absolutely necessary for the purpose of supplementary performance. The buyer has the obligation to do everything reasonable to keep the expenses for the seller low. In particular, he must ensure that the defective item is made available to the seller without culpable hesitation (§ 439 paragraph 5 BGB, German law). The buyer bears expenses other than the necessary expenses himself.

Disproportionate costs within the meaning of § 439 paragraph 4 BGB (German law) exist if the seller can credibly demonstrate that subsequent performance is uneconomical. Inefficiency is presumed to be refutable if the costs correspond to the value of the goods.

A complaint within the meaning of § 377 HGB (German law) must be made in text form (§ 126b BGB, German law). It was only raised immediately if the obvious or hidden material defect was reported to the seller without culpable hesitation.

We reserve the right to invoice all additional costs that we incur due to the negligent behaviour of our business partners in accordance with the statutory provisions, for example interests in the event of late payment.

Regarding weights, the usual deviations of  $\pm 10\%$  for ceramic emitters are reserved.

The tolerances according to DIN 40680-1-m "Ceramic workpieces for electrical engineering, Part 1 - General tolerance for dimensions" apply to heater dimensions.

### 12. Retention of title

We reserve the title to all goods delivered by us until they have been fully paid. In addition, the extended retention of title is deemed to have been agreed. We are therefore entitled to take back the purchased items if the buyer acts contrary to the contract.

As long as ownership has not yet passed, the buyer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO (German Code of Civil Procedure), the buyer is liable for the loss we incur.

The buyer is entitled to resell the reserved goods in the normal course of business. The purchaser hereby assigns the buyer's claims from the resale of the reserved goods to us in the amount of the final invoice amount agreed with us (including VAT). This assignment applies regardless of whether the purchased item has been resold without or after processing. The buyer remains authorized to collect the claim even after the assignment. Our authorization to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the buyer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application to open insolvency proceedings has been made or payments have been suspended.

### 13. Supply chain due diligence

In our business relationships with customers and suppliers, we intend to enable sustainability and compliance with social and ethical standards.

This means that products that we deliver to customers or purchase from suppliers (including their services) always comply with all relevant principles and laws.

This includes supply chains. As a result, it is necessary for our suppliers to pay attention to sustainability and compliance with the aforementioned social and ethical standards, e.g. with their suppliers, subcontractors and subsidiaries. This also includes reporting and actions to avoid violations.

Incidents of abuse that we discover or are brought to our attention, always lead to our investigation and a decision on how to proceed with the business relationship. The aim is to permanently ensure sustainability and compliance with social and ethical standards.

### 14. Legal remarks

The place of performance and jurisdiction is Northeim, Germany without restriction and without exception.

Our business conditions always and exclusively apply, even if they are expressly excluded or not recognized by another party. Differing or deviating conditions, customer terms and conditions, etc. are only considered to be recognized by us if we have confirmed them in writing beforehand.

Should a provision of these business conditions be or become void in the legal sense, this does not affect the validity of the remaining provisions.

German law and the Incoterms current at the time the contract was concluded, always and exclusively apply to all business processes at Elstein. This also applies if a matter is not mentioned in our business terms or can be defined as unclear or disputed.

Other rights are always excluded, such as the UN sales law, even if orders are made from other countries or deliveries are made to other countries.

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