

General Terms and Conditions of Business of smart-TEC GmbH & Co. KG for Deliveries

1. Validity

- 1.1 These General Terms and Conditions of Sale and Delivery („Terms and Conditions of Delivery“) of smart-TEC GmbH & Co. KG, Kolpingring 3, D-82041 Oberhaching, (hereinafter also referred to as „Supplier“, „Suppliers“ or „we“) shall apply to all contracts entered into by the Buyer and the Supplier (hereinafter also jointly referred to as „Contracting Parties“) for the sale, manufacture, processing and delivery of goods. They shall also apply to all future business relations with the Buyer insofar as legal transactions of the same or a related kind are concerned, even if they are not expressly agreed. The Buyer's varying, conflicting or supplementary general terms and conditions of business shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing.
- 1.2 Our currently valid General Terms and Conditions of Business can be viewed and printed on the website <https://www.smart-tec.com/en/terms-and-conditions>

2. Offer and entering into a contract

- 2.1 All offers not expressly marked as binding are subject to change without notice. Technical changes as well as changes in form, colour and/or material remain reserved as part of reasonable action. The Supplier may accept orders or commissions within 14 days of receipt.
- 2.2 Contracts which are not signed by both contracting parties shall only be deemed entered into upon written confirmation by the Supplier. The contract fully reflects all agreements entered into by the contracting parties on the subject matter of contract. Oral promises made by the Seller prior to the entering into this contract are not legally binding and oral agreements between the contracting parties shall be replaced by a written contract unless it is expressly stated in each case that they shall continue to have binding force.
- 2.3 The contracting parties may make additions and amendments to the contract. Subject to proof to the contrary, a written contract or written confirmation by the Supplier shall be authoritative for the content of such agreements.
- 2.4 The information and illustrations received by smart-TEC with regard to our products are approximate values that are customary in the industry unless they have been expressly described by us as having binding force.

3. Delivery

- 3.1 Unless otherwise agreed, we deliver ex works. Shipping costs and packaging shall be invoiced at cost price.
- 3.2 The Supplier reserves the right to choose the mode of dispatch.
- 3.3 The delivery time shall only be deemed to be approximately agreed unless a fixed period or a fixed date has been expressly assured or agreed. It shall commence from the time at which the Supplier has received all information and releases from the Buyer, if these are required, or from the date of the order confirmation. The delivery period shall be deemed to have been complied with if the goods have left the factory in full or in part at the agreed time or, in the case of impossibility of dispatch, if the Buyer has been notified that the goods are ready for dispatch. In the event of a delay in delivery, a reasonable period of grace must be set. Partial deliveries must be accepted if they are of interest to the Buyer according to the purpose of the contract, delivery of the remaining ordered goods is ensured and the Buyer does not incur any significant additional expense as a result.
- 3.4 In the event of amendments to the contract by the Buyer that affect the delivery period, the delivery period may be extended to a reasonable extent. These amendments may not delay completion of orders by more than three months.
- 3.5 Goods ordered via call-up must be accepted within 12 months after order confirmation. The binding delivery quantities are to be notified in writing at least 2 months before the delivery date.
- 3.6 If we can foresee that the goods cannot be delivered within the delivery period, we shall inform the Buyer of this without delay and in writing, inform it of the reasons for this and, if possible, state the expected delivery date. In the event of delays in delivery and performance due to force majeure and other unforeseeable extraordinary circumstances for which we are not responsible, e.g. in the event of strike, war, warlike conditions, unrest, lawful lockouts, revolution, rebellion, military or civil coups, terror, riots, embargos, government orders, administrative directives, fire, hurricanes or other severe weather on the scale of a catastrophe as well as natural events such as earthquakes and landslides, etc., any agreed delivery and performance periods shall be extended by the duration of the hindrance. Force majeure is an external event that cannot be averted even by exercising the utmost care that could reasonably be expected and that cannot be attributed to either the operational sphere of the Buyer or the personal sphere of the Supplier. Force majeure in this sense also includes pandemics or epidemics such as the Corona pandemic, insofar as these lead directly or indirectly by way of official orders to delivery and performance delays. If the delivery or performance becomes impossible or unreasonable due to the aforementioned circumstances, the corresponding mutual obligations shall be suspended. This shall also apply if these events occur at a time at which the contracting party concerned is in default unless it has caused the default intentionally or by gross negligence. In such cases, the Supplier shall not be liable for impossibility of delivery or for delays in delivery either. If the delay in delivery/performance lasts longer than six months, the Buyer shall be entitled to reject corresponding deliveries or services and withdraw from the contract subject to a notice period of 2 weeks.
- 3.7 Our delivery obligations are subject to correct and timely delivery to us. We are therefore entitled to withdraw if we are not supplied by our Supplier for reasons for which we are not responsible despite a corresponding congruent covering transaction entered into with our Provider. The Supplier shall inform the Buyer without delay of the non-timely availability of the delivery item and, if it wishes to withdraw from the contract, shall exercise the right of withdrawal without delay; in the event of withdrawal, the Supplier shall reimburse the Buyer without delay for any corresponding consideration already received.
- 3.8 If the Supplier realises after entering into the contract that it cannot manufacture or process the ordered goods for technical reasons, it may withdraw from the contract. The Supplier shall without delay inform the Buyer of the technical impediments and exercise its right of withdrawal; in the event of withdrawal, the Supplier shall reimburse the Buyer without delay for any corresponding consideration already received.
- 3.9 If the Buyer is in default with the call-up, acceptance or collection of the goods, the Supplier shall be entitled to claim compensation for the damage incurred.

- 3.10. If the Provider is in default with a delivery or service or if a delivery or service becomes impossible for the Provider, for whatever reason, the Provider's liability for damages shall be limited in accordance with section 12 of these Terms and Conditions of Delivery.

4. Pricing

- 4.1 If, after the expiry of six months after entering into the contract, but before delivery of the goods, a significant change applies to certain cost factors, in particular the cost of wages, input material, energy or freight, the agreed price may be adjusted to a reasonable extent in accordance with the influence of the relevant cost factors.
- 4.2 All prices are in EURO plus the applicable value added tax.
- 4.3 Proofs produced by the Supplier as well as production equipment such as clichés, tools, moulds shall remain the Supplier's property and shall not be surrendered, even if the production costs are partially invoiced to the Buyer.
- 4.4 Any change to the text correction requires the production of new graphics. Should the Buyer make a change to the placed order, the Supplier shall invoice the cost price incurred without prior notification.
- 4.5 Production-related excess or short deliveries within a tolerance of 5 % of the total order quantity are permissible. The total price shall change in accordance with their scope.
- 4.6 If the Supplier allows the Buyer to cancel an order once it has been placed, the Buyer shall reimburse the cost of entering into the contract, including any commission incurred, and the Supplier's loss of profit.

5. Terms and conditions of payment

- 5.1 Unless otherwise agreed, all invoices are payable within thirty days of the invoice date.
- 5.2 After expiry of the period agreed in Point 5.1, the Buyer shall be in default of payment. During the period of default, the Buyer shall pay interest on the debt at a rate of nine percentage points p.a. above the respective base rate of interest. In addition, an entitlement shall apply to payment of a flat rate charge of EUR 40. We reserve the right to assert a claim further damages. When placing the order, the Buyer undertakes to provide precise information about the legal form and legal representation of its company. If the information is incomplete or unclear, the Buyer undertakes to bear the costs incurred by obtaining information from the commercial register and/or trade register, irrespective of the occurrence of default.
- 5.3 If no business relationship has existed with the Buyer, no satisfactory credit information is provided, doubts about the Buyer's solvency arise or the Supplier has already had to apply for a default summons, the Supplier shall be entitled to demand full advance payment of the gross order value.
- 5.4 If the Buyer's financial situation deteriorates significantly after entering into the contract, the Supplier may demand advance payment within a reasonable period and refuse performance until fulfilment. In both cases (5.4 and 5.5), the Supplier shall be entitled to withdraw from the contract and claim damages for non-performance in the event of refusal by the Buyer or expiry in vain of the deadline.
- 5.5 In the event of non-acceptance of the order, in particular in the event of failure to co-operate, in the event of failure to release the text corrections for production in due time after expiry of the deadline, the Buyer undertakes to pay damages without prejudice to any further rights Section in accordance with Section 642 BGB (German Civil Code).
- 5.6 The Buyer may only offset claims that are not disputed or have been recognized by the Supplier or have become res judicata or claims that are reciprocal to the Supplier's claims. The Buyer shall only be entitled to a right of retention if its counterclaim is based on the same contractual relationship.

6. Passing of risk

- 6.1 The risk shall pass to the Buyer when the goods are handed over to the forwarding agent, carrier or other third party appointed to carry out the shipment. The handover begins at the same time as the loading process. This applies irrespective of who bears the freight costs. Any delay in acceptance on the part of the Buyer shall result in the passing of risk.
- 6.2 If dispatch is delayed at the Buyer's request, risk shall pass to the Buyer upon notification of readiness for delivery.

7. Infringement of property rights

If industrial property rights of third parties are infringed during the manufacture of the goods based on drawings, samples or other specifications of the Buyer, the Buyer shall render the Supplier exempt from all claims.

8. Advertising

The Supplier shall be entitled to use the ordered products for advertising for its own and in doing so to refer to the name and logo of the Buyer.

9. Retention of title

- 9.1 The supplier retains ownership of the delivered goods („goods subject to retention of title“) until all claims arising from the current business relationship have been settled in full.
- 9.2 The purchaser is entitled to sell the goods subject to retention of title in the ordinary course of business, provided that the purchaser fulfils its obligations arising from the business relationship with the supplier in good time. However, the purchaser may neither pledge the goods subject to retention of title nor assign them as security. The purchaser is obliged to secure the rights of the supplier in the event of the credited resale of the goods subject to retention of title.
- 9.3 In the event of breaches of duty by the purchaser, in particular in the event of default in payment, the supplier shall be entitled, after the unsuccessful expiration of a reasonable deadline set for the purchaser to render service, to withdraw from the individual contract and to take back the goods subject to retention of title; the statutory provisions regarding the dispensability of setting a deadline shall remain unaffected. The purchaser is obliged to surrender the goods subject to retention of title.
- 9.4 The purchaser hereby assigns to the supplier, by way of security, all claims and rights arising from the sale of goods subject to retention of title to which the supplier is entitled. The supplier hereby accepts the assignment.
- 9.5 Any handling or processing of the goods subject to retention of title shall always be carried out by the purchaser on behalf of the supplier. If the goods

subject to retention of title are processed or inseparably mixed with other items not belonging to the supplier, the supplier shall acquire co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title to the other processed or mixed items at the time of processing or mixing.

- 9.6 If goods subject to retention of title are combined with other movable items to form a single item or are inseparably mixed and the other item is to be regarded as the main item, the purchaser shall transfer proportional co-ownership to the supplier insofar as the main item belongs to the purchaser. The purchaser shall hold the ownership or co-ownership in safekeeping for the supplier. The same shall apply to the item created by processing or combining or mixing as to the goods subject to retention of title.
- 9.7 The purchaser must immediately inform the supplier of any enforcement measures by third parties against the goods subject to retention of title, the claims assigned to the supplier or other securities, handing over the documents necessary for intervention. This shall also apply to impairments of any other kind.
- 9.8 If the value of the existing securities exceeds the secured claims by more than 10 per cent in total, the supplier shall be obliged, at the purchaser's request, to release securities of its choice to this extent.

10. Proofs and samples

- 10.1 The Buyer must independently ensure swift release of the submitted proofs or release samples. The release must take place at the latest within 4 weeks after submission of the proofs.
- 10.2 Upon release of the submitted proofs or release samples by the Buyer or the Buyer's waiver of their submission, the Supplier's liability for any errors based on the submitted proofs or release samples shall lapse.

11. Warranty and notice of material defects

- 11.1 The Supplier shall be liable for compliance with objective requirements for the goods only if and to the extent that no agreement on quality has been concluded between the Purchaser and the Supplier. The subjective requirements to be complied with shall take precedence over the objective requirements.
- 11.2 We reserve the right to insignificant variations in colour shade in the case of printing and/or surface colours based on the template, sample or colour specification.
- 11.3 Slight burr formation on metal and plastic signs is due to technical reasons and does not constitute a defect.
- 11.4 The Supplier shall manufacture within dimensional and pressure tolerances according to the DIN average.
- 11.5 If the Buyer has released the series production on the basis of a design or sample, notification of such defects shall be excluded, which the Buyer could have detected upon careful examination of the design or sample.
- 11.6 Insofar as the goods are faulty, the Supplier shall have the right, at its discretion, to remedy the defect by repair or deliver a fault-free item (subsequent performance). The Supplier shall only undertake to remedy the defect insofar as the Buyer has paid an appropriate share of the remuneration with consideration given to the defect. In the context of subsequent performance, the Supplier shall in no case be liable for installation or removal costs if and to the extent that the defectiveness of the goods at the time of installation was known to the Purchaser or remained unknown to the Purchaser due to gross negligence.
- 11.7 If supplementary performance fails, the Buyer shall not be entitled to withdraw from the contract in the event of only a minor breach of contract, in particular in the event of only minor defects.
- 11.8 The Buyer undertakes to inspect the delivered goods without delay upon receipt and notify us in writing of any obvious defects without delay; otherwise the asserting claims due to defects in the goods shall be excluded. Timely dispatch shall be sufficient to meet the deadline. The Buyer shall bear the full burden of proof for all claim prerequisites, in particular regarding the defect itself, the time at which the defect is identified and providing notification of defects in good time.
- 11.9 If the Buyer demands the rescission of the contract due to a defect after a failed supplementary performance, he shall not be entitled to any additional claim for damages due to the defect.
- 11.10 If the Buyer claims damages due to a defect after subsequent performance has failed, the goods shall remain with the Buyer if this is reasonable for the Buyer. The Compensation shall be limited to the difference between the purchase price and the value of the faulty goods. This shall not apply if the Supplier caused the breach of contract intentionally or by gross negligence.

- 11.11 Claims for material defects shall become statute-barred 12 months after delivery of the goods.
- 11.12 The Buyer undertakes to notify the Supplier without delay in writing of any defect or case of damage and in such detail that the Buyer can be readily assisted by the Supplier in remedying the defect.
- 11.13 Goods may only be returned by prior agreement.

12. Liability

- 12.1 The Supplier shall be liable for damage to the Buyer caused intentionally or by gross negligence, the non-existence of a warranted characteristic of the item of performance, culpable detrimental effects on health, physical injury or the loss of life, or for which liability is provided for under the Product Liability Act, in accordance with the statutory provisions.
- 12.2 In the event of a breach of cardinal obligations, the Supplier shall also be liable for minor negligence. Cardinal obligations are those contractual obligations the fulfilment of which makes the proper performance of the contract possible in the first place and the observance of which the contracting party may regularly rely on, and the breach of which on the other hand jeopardises achievement of the purpose of the contract. In the event of a minor negligent breach of cardinal obligations, the Supplier's liability shall be limited to the damages foreseeable at the time of the entering into the contract, the occurrence of which must typically be expected.
- 12.3 In all other respects, liability - irrespective of the legal grounds - of both the Supplier and its vicarious agents and assistants is excluded.

13. Place of performance, place of jurisdiction and applicable law

- 13.1 The place of performance for all obligations arising from the contractual relationship is the administrative headquarters of the Supplier and the court at the administrative headquarters of the Supplier shall have jurisdiction for all legal disputes, including in the context of proceedings relating to bills of exchange or cheques, if the Buyer is a merchant, a fully qualified merchant, a legal entity under public law or a special fund under public law.
- 13.2 The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany. Application of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG „UN Sales Convention“) is excluded.
- 13.3 Insofar as individual provisions of these General Terms and Conditions of Delivery are or should become legally invalid for any reason, those legally valid provisions shall be deemed to have been agreed to fill these gaps which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these Terms and Conditions of Delivery if they had been aware of the regulatory gap.

14. Supply Chain Security (AEO-related obligations of the Buyer)

- 14.1 The Buyer shall ensure that all goods handled within the scope of the contractual relationship (including manufacturing, storage, processing, loading, transport, and delivery) are handled exclusively at secure business premises and secure transshipment locations.
- 14.2 The Buyer shall ensure that such goods are effectively protected against unauthorized access at all stages of manufacturing, storage, processing, loading, transport, and delivery. This includes the implementation of appropriate organizational, personnel-related, and technical security measures throughout the supply chain.
- 14.3 The Buyer shall engage only reliable and appropriately qualified personnel for the aforementioned activities and shall ensure that such personnel are instructed to comply with the applicable security requirements.
- 14.4 Where the Buyer engages third parties (e.g., subcontractors, logistics providers, warehouse operators, or other agents) in connection with the goods, the Buyer shall ensure that such third parties are bound by equivalent security obligations and effectively comply with them.
- 14.5 Compliance with the obligations set out in this Section constitutes a material contractual obligation. In the event of a breach, the Supplier shall be entitled, in accordance with applicable law, to withdraw from the contract, suspend deliveries, and claim damages.
- 14.6 The Supplier may, where reasonably required, request appropriate evidence or confirmations from the Buyer regarding compliance with the above security requirements. A separate security declaration or signature shall not be required, as these obligations arise directly from these General Terms and Conditions.

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