

Terms and Conditions of Sale of Böllhoff STÖGER Schraubtechnik GmbH

Date: 12 May 2026

1. Applicability of the Terms and Conditions of Sale

These Terms and Conditions of Sale apply exclusively to all sales transactions with our customers, provided that the customer is a business operator (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law. These Terms and Conditions of Sale shall also serve as a framework agreement for all future deliveries, services and offers from us, without the need for a further reference to them in individual cases. We do not recognise any terms and conditions of the purchaser that conflict with, deviate from or supplement our Terms and Conditions of Sale, even if their validity is not specifically objected to in individual cases.

2. Offer, Conclusion of Contract

Our offers are subject to change without notice, unless they are expressly marked as binding or contain a specific acceptance period. Orders placed by the purchaser are binding but require our express order confirmation (an email is sufficient).

The documents accompanying the offer, such as illustrations, drawings, and specifications regarding weight, dimensions and performance, are only approximate unless they are expressly designated as binding. We reserve the right of ownership and copyright to all samples, cost estimates, drawings, functional diagrams and circuit diagrams – including those in electronic form. They must not be made available to third parties. All documents must be returned to us on request. We reserve the right to make technical modifications and improvements to the ordered goods resulting from technical advancements or legislative requirements. Provided that this does not result in any change to the price or functionality, no specific notification to the customer is required.

3. Prices, delivery charges

Prices are quoted ex works, excluding packaging and unloading, plus statutory VAT.

We are not bound to adhere to previous prices for follow-up orders.

The costs of dispatch, packaging and transport insurance shall be invoiced separately to the customer.

4. Terms of payment, early due date

Payments for new machines and accessories are to be made on a project-specific basis in accordance with our quotation.

Furthermore, unless the contracting parties have agreed otherwise, payment is due 14 days net from the date of invoicing. However, we are entitled at any time, even within the context of an ongoing business relationship, to make a delivery, in whole or in part, only against advance payment. We shall declare such a reservation at the latest upon confirmation of the order. No discount is granted.

If the customer defaults on a payment and this default continues for at least 14 days following a written reminder, this shall result in all our claims arising from the relevant contractual relationship becoming due immediately.

5. Delivery period, purchase on call

Where we specify delivery dates, these are non-binding estimates unless they are expressly designated as binding or have been agreed as binding between the parties. The delivery period shall commence at the earliest once the agreed delivery conditions have been met (e.g. provision of documentation, approval of samples, agreed advance payments) and all technical issues relating to the subject matter of the contract have been clarified.

Compliance with our delivery obligations is conditional upon the timely and proper fulfilment of the purchaser's obligations. If the purchaser fails to fulfil these obligations, or fulfils them improperly, or if the original order is subsequently amended at the purchaser's request, the delivery period shall be extended accordingly.

If dispatch is delayed at the purchaser's instigation, the purchaser shall be invoiced for the monthly storage costs incurred for each calendar month or part thereof. We reserve the right to claim and provide evidence of higher or lower storage costs. Furthermore, following the fruitless expiry of a reasonable grace period set by us for acceptance, we shall be entitled to dispose of the goods as we see fit and to agree a new delivery date.

We reserve the right to make partial deliveries if

- the partial delivery is usable by the customer within the scope of the contractual purpose,
- the delivery of the remaining goods ordered is guaranteed, and
- this does not result in any significant additional effort or costs for the customer.

6. Packaging and Dispatch

Unless otherwise agreed in writing, we shall select the packaging at our discretion. Dispatch is ex works and is always, even in the case of carriage paid deliveries, at the purchaser's expense and risk. The choice of transport route and means of transport shall be made, within the limits of what is permissible, at our discretion or in accordance with the purchaser's wishes.

To cover the transport risk, we shall, as a matter of principle, insure every consignment at the purchaser's expense, unless the purchaser expressly refuses to allow us to take out transport insurance and thereby assumes the full transport risk themselves. We are entitled, at the purchaser's expense, to take out additional insurance for the consignment against theft, breakage, fire and water damage, as well as other types of damage, unless the purchaser can provide evidence that they have taken out such insurance themselves.

The customer must report any transport damage of any kind directly to the carrier. If we have taken out transport insurance at the customer's request, an official report from the carrier detailing the damage and losses identified must be sent to us without delay so that we can make a claim against the insurer.

If goods reported as ready for dispatch are not collected as agreed, or if transport is permanently or temporarily impossible through no fault of our own, the purchase price shall nevertheless become due upon expiry of the collection period specified in the notification of readiness for dispatch. We shall then be entitled to store and relocate the goods at the purchaser's expense and risk.

7. Prevention of delivery

If we are unable to meet binding delivery deadlines due to force majeure, we shall inform the purchaser of this without delay and, at the same time, notify them of the expected new delivery deadline. Circumstances of force majeure include, in particular, statutory driving bans due to smog or ozone alerts, industrial action, lockouts, pandemics, natural disasters, armed conflicts or statutory or official orders

which prevent us from performing our obligations and to which we could not have adapted by reasonable means. If the service is still unavailable within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the customer. The service shall also be deemed unavailable in the event of late supply by our supplier, provided that we have entered into a corresponding hedging transaction.

8. Commissioning, Acceptance

Insofar as acceptance is legally required for our remuneration to become due, the customer is obliged to accept the work produced within 14 days of delivery. We shall request this of the customer in writing upon delivery. The customer is entitled to refuse acceptance in the event of defects that are not merely minor. Refusal of acceptance must be made in writing, specifying the defects that justify the refusal. Upon acceptance, an acceptance report to be signed by both parties must be drawn up. If the customer does not respond within the period set by us in accordance with the first sentence, the work shall be deemed to have been accepted. The same shall apply if the customer does not submit a written refusal of acceptance specifying at least one defect justifying such refusal.

Commissioning, whether as part of an acceptance procedure or otherwise, shall be at the customer's expense. This includes the costs of any specialist personnel required by us, including travel and waiting time.

Where necessary, the customer shall, at their own expense, provide our fitter with qualified personnel and the materials, equipment, etc. required for commissioning and adjustment.

9. Warranty and notices of defects

Our technical advice, whether verbal or in writing, is non-binding – including with regard to any third-party intellectual property rights – and does not relieve the purchaser of the obligation to carry out their own checks on our products to ensure they are suitable for the intended purposes and processes. Should liability on our part nevertheless arise, we shall only provide compensation to the same extent as for quality defects.

If, in the case of an agreed initial sample, the customer waives the requirement for express approval or if such approval is not given, the order placed following the initial sample or the call-off for delivery shall be deemed to constitute approval. Provided that the products supplied by us correspond in quality to the approved initial sample, they shall be deemed to be in accordance with the contract.

Claims for defects by the customer are subject to the customer having duly fulfilled their obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB).

The customer must inspect the delivered goods immediately upon delivery, insofar as this is practicable in the ordinary course of business, and, if they reveal a defect, notify the supplier without delay. If the customer fails to give notice, the goods delivered shall be deemed to have been accepted, unless the defect was not apparent upon inspection. Should such a defect become apparent at a later date, notice must be given immediately upon discovery; otherwise, the goods delivered shall be deemed to have been accepted even in view of this defect.

We are entitled to make the required rectification conditional upon the customer paying the purchase price due. However, the customer is entitled to withhold a portion of the purchase price commensurate with the defect.

Where there is a defect in the goods for which we are responsible, we shall be entitled, at our discretion, to remedy the defect by repair or to supply a replacement.

The purchaser must allow us the time and opportunity necessary to carry out the required subsequent performance, in particular by making the goods subject to complaint available for inspection at the place of subsequent performance. In the event of a replacement delivery, the purchaser must, at our request, return the defective goods to us in accordance with statutory provisions; however, the purchaser has no right to return the goods. Subsequent performance shall not include the removal, dismantling or deinstallation of the defective item, nor the fitting, attachment or installation of a defect-free item, if we were not originally obliged to provide these services; the purchaser's claims for reimbursement of corresponding costs remain unaffected.

Our liability to the customer for defects in the goods is limited to a period of twelve months from the transfer of risk.

10. Liability

Claims by the purchaser for compensation for damage arising from a defect in the goods or for other damage not sustained by the goods themselves – including compensation for wasted expenditure within the meaning of Section 284 of the German Civil Code (BGB) – arising from a breach of contractual or non-contractual obligations are excluded. This exclusion of liability does not apply to claims arising from injury to life, limb or health, or from a breach of fundamental contractual obligations, where we are responsible for the breach of duty, nor to other damages resulting from an intentional or grossly negligent breach of duty on our part, a guarantee obligation assumed by us, or the provisions of the Product Liability Act; this also applies in the event of a breach of duty by one of our legal representatives or our vicarious agents. In the event of a breach of essential contractual obligations, our liability for damages is limited to the foreseeable damage typical for this type of contract, unless there is intent or gross negligence, or liability arises from injury to life, limb or health, or from the assumption of a guarantee.

11. Retention of title

We retain title to the goods delivered as security for our present and future claims arising from the entire business relationship. The customer is entitled to process and sell the goods delivered in the ordinary course of business. However, they may neither assign them as security nor pledge them. We must be notified immediately of any attachment by third parties. The goods must then, at our request, be stored at a location at the purchaser's premises to be specified by us, in order to protect them against further attachment.

In the event of the purchaser's breach of contract, in particular failure to pay the purchase price when due, we shall be entitled, in accordance with the statutory provisions, to withdraw from the contract and/or to demand the return of the goods, whereby the demand for return shall not automatically constitute withdrawal from the contract. Rather, we shall be entitled merely to demand the return of the goods and to reserve the right to withdraw from the contract.

The retention of title extends to any new products created through the processing, mixing or combining of our goods, in which case we shall be deemed the manufacturer. In the event of processing, mixing or combining with other goods not belonging to us by the customer, the foregoing shall apply equally, provided that the goods delivered by us do not constitute the principal element, on the understanding that we are entitled to co-ownership of the new products in the ratio of the value of our goods subject to retention of title (final invoice amount including VAT) to the value of the other goods at the time of processing.

The buyer's claims arising from the resale of the goods subject to retention of title are hereby assigned to us, irrespective of whether the goods subject to retention of title are resold without or after processing, mixing or combining, and whether they are resold to one or more

purchasers. If the sale takes place after our goods have been processed, mixed or combined with other goods, the assignment shall apply – provided that the goods delivered by us do not constitute the principal item – to that part of the claim corresponding to our co-ownership. We hereby accept the assignment. The buyer is entitled to collect the assigned claims provided that they duly fulfil their obligations towards us. Otherwise, they are obliged, upon request, to provide the addresses of the purchasers and the amount of the claims, together with copies of the invoices. The buyer expressly authorises us to notify the customer of the assignment at our discretion. If the value of the security exceeds our claims by more than 10 per cent, we are obliged, at the buyer's request, to release security of our choice to the extent of the value exceeding the ' '.

12. Use of Software

Where software is included in the scope of delivery, the customer is granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the item of delivery for which it is intended. Use of the software on more than one system is prohibited.

The customer may only reproduce, adapt, translate or convert the software from object code to source code to the extent permitted by law (Section 69a et seq. of the German Copyright Act (UrhG)). The customer undertakes not to remove the manufacturer's details – in particular copyright notices – or to alter them without our prior express consent. All other rights to the software and the documentation, including copies, remain with us or the software supplier. The granting of sub-licences is not permitted.

13. Disclosure of the Customer's information

We are entitled to make available to our suppliers any information of any kind provided to us by the customer for the purpose of procuring the goods – such as samples, parts drawings, model data and the like – provided that such information is not expressly marked 'confidential' or similarly designated, insofar as this is necessary for the fulfilment of the relevant supply contract.

14. Compliance

The customer undertakes to comply with all German legal provisions designed to combat any form of corruption within the framework of the business relationship. This obligation includes, in particular but not exclusively, the prohibition of unlawful payments or the granting of other unlawful advantages to business partners, their employees, family members, other partners or any other persons. The Purchaser shall support us in measures to prevent corruption and, in particular, shall inform us without delay if it has knowledge of, or concrete suspicions regarding, cases of corruption that are specifically linked to this contract or its performance. If a suspicion proves to be well-founded, the Purchaser must inform us within a reasonable period of time of the internal measures it has taken to prevent future breaches. If the Customer fails to fulfil these obligations within a reasonable period, we may withdraw from contracts with the Customer or terminate them with immediate effect. If we discover or become aware that the Customer is in breach of anti-corruption regulations, we are entitled to withdraw from contracts with the Customer or terminate them with immediate effect.

13. Processing of personal data

Upon the establishment of the business relationship, we process and store personal data necessary for the conduct of the business relationship, in particular order processing and the performance of contracts, in accordance with the data protection provisions of the Federal Data Protection Act and the General Data Protection Regulation (GDPR), specifically in accordance with Article 6(1)(b) or (c) of the GDPR, or otherwise where we have obtained the data subject's consent to the processing.

In the event of credit risks, we transfer personal data (name, address, email address, company details and, where applicable, contract and debt data) to IHD Gesellschaft für Kredit und Forderungsmanagement mbH, Augustinusstraße 11 B, 50226 Frechen, and, where applicable, to other cooperating credit reference agencies. The legal basis for this transfer is Article 6(1)(b) of the GDPR and Article 6(1)(f) of the GDPR. Transfers on the basis of Article 6(1)(f) of the GDPR shall only take place insofar as this is necessary to pursue the legitimate interests of our company and does not override the interests or fundamental rights and freedoms of the data subject which require the protection of personal data.

14. Place of performance

Unless otherwise agreed, the place of performance is our registered office in Königsdorf.

15. Governing law and jurisdiction

The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction for deliveries and payments, claims arising from cheques and all other rights and obligations arising from the transaction shall be Königsdorf for both parties. However, we are also entitled to bring proceedings before the courts having jurisdiction over the purchaser's registered office.