

General Terms and Conditions of Ko-Mats GmbH

1. Definitions

1.1. "Provider" refers to Ko-Mats GmbH.

1.2. "Customer" refers to any person or company that enters into a contract or agreement with the provider. For rental agreements, the separate General Rental Terms and Conditions apply in addition to these terms and conditions and take precedence over them if they contain special provisions.

2. General

2.1. These General Terms and Conditions are an integral part of every agreement concluded with the Provider.

2.2. The Provider's currently valid General Terms and Conditions apply. These also apply to all subsequent and future transactions, even if no express reference is made to them. Anything else shall only apply if the contractual partner is a consumer.

2.3. Any deviating general terms and conditions of the customer are hereby rejected, even in the case of letters of confirmation and unconditional deliveries or services. Anything else shall only apply if the provider has expressly agreed to this in writing in advance.

3. Offers, prices, billing

3.1. All offers made by the provider are subject to change.

3.2. All prices are quoted in euros plus the applicable value added tax, unless otherwise required by law. Payments are due immediately without any deductions.

3.3. In the event of default, all liabilities of the customer and all claims of the provider against the customer shall become due immediately. The provider is then entitled to make further processing of the customer's orders dependent on advance payment or security deposit, or to refuse further fulfillment after the unsuccessful expiry of a reasonable grace period. Further claims of the provider remain unaffected.

3.4. The customer may only offset claims of the provider if the customer's counterclaim is undisputed or has been legally established. Claims arising from warranty or the assumption of a guarantee are excluded from the prohibition of offsetting.

3.5. The customer may only assert a right of retention if it is based on claims arising from the same contractual relationship.

3.6. Without the express written consent of the provider, the customer is not entitled to assign claims arising from the contractual relationship to third parties. Sentence 1 does not apply to contracts with consumers if the customer's claims are monetary claims.

4. Place of performance, transfer of risk upon shipment

4.1. Unless otherwise specified, the place of performance for all obligations arising from the contractual relationship is the registered office of the provider. If the provider is also

responsible for installation, the place of performance is the location where the installation is to take place.

4.2. If shipping of the goods has been agreed upon for a purchase and the supplier has not assumed responsibility for transport or installation, the risk shall pass to the customer at the latest upon handover of the goods (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier, or other third party designated to carry out the shipment. If the customer is a consumer, this shall only apply if the customer has commissioned the forwarding agent, the carrier or any other person or institution designated to carry out the shipment and the entrepreneur has not previously named this person or institution to the buyer. If the shipment or handover is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer on the day on which the delivery item is ready for shipment and the supplier has notified the customer thereof.

4.3. Storage costs after transfer of risk shall be borne by the customer. If storage is provided by the supplier, the storage costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per week elapsed, up to a maximum amount of 5% of the invoice amount. Both parties reserve the right to assert and provide evidence of higher or lower storage costs.

4.4. The delivery items shall only be insured by the supplier against theft, breakage, transport, fire, and water damage or other insurable risks at the express request of the customer and at the customer's expense.

5. Retention of title

5.1. All delivered and/or processed goods remain the exclusive property of the supplier until all claims arising from the business relationship with the customer have been paid in full.

5.2. The provider shall have unrestricted ownership and copyright exploitation rights to cost estimates, offers, drawings, or other documents (hereinafter referred to as "documents"). The customer is not entitled to pass on the documents in whole or in part to third parties without the express written consent of the supplier. Any kind of duplication, reproduction, or public reproduction is also prohibited. In the event of a violation or other non-agreed use, the supplier reserves the right to assert claims for damages.

5.3. During the period of retention of title, the customer is prohibited from pledging or transferring ownership by way of security, and resale is only permitted to resellers in the ordinary course of business and only on condition that the customer Resellers receive payment from their customers or make the reservation that ownership is only transferred to the customer once the latter has fulfilled their payment obligations.

5.4. The customer must notify the provider immediately of any seizures, confiscations, or other dispositions or interventions by third parties.

5.5. In the event of breaches of duty by the customer, in particular in the event of default in payment, the supplier shall be entitled, after the unsuccessful expiry of a reasonable period of grace set for the customer to perform, to withdraw from or terminate the contract and to

take back the goods subject to retention of title. The statutory provisions on the dispensability of setting a period of grace shall remain unaffected. The customer shall be obliged to surrender the goods subject to retention of title.

5.6. If the contractual partner is a consumer, the statutory provisions shall apply.

6. Warranty, liability for defects

6.1. The warranty is excluded for the sale of used goods to entrepreneurs.

6.2. The limitation period for liability for defects for goods and services delivered by the supplier to entrepreneurs is 1 year from delivery or acceptance. The reduction of the limitation period does not apply to injury to life, limb, and health; grossly negligent and intentional breaches of duty; and in the cases of §§ 438 (1) No. 2 and 634a (1) No. 2 BGB.

6.3. The limitation period in the event of supplier recourse pursuant to Sections 478, 479 BGB remains unaffected.

6.4. The provider is entitled, at its own discretion, to repair or replace the goods or services during the warranty period. Only if the repair or replacement delivery is not carried out within a reasonable time or has definitively failed through the fault of the supplier shall the customer be entitled, within the statutory requirements, to rescind the contract, demand a reduction in price or claim damages or reimbursement of expenses. A repair or replacement delivery shall be deemed to have failed after a second unsuccessful attempt, unless the nature of the goods or the defect or other circumstances indicate otherwise.

7. Liability of the Provider

7.1. The Provider, its representatives, employees, and vicarious agents (collectively referred to as the "Provider" in the following provisions) shall be liable exclusively in accordance with the following provisions, regardless of the legal basis.

7.2. The provider shall only be liable for intent and gross negligence, unless it concerns liability for the breach of essential contractual obligations, claims for damages due to the assumption of a procurement risk or a guarantee.

7.3. The Provider shall not be liable for lost profits, lost savings, indirect damages, and/or consequential damages. Sentence 1 shall not apply in the event of intentional or grossly negligent conduct on the part of members of the Provider's executive bodies or senior executives.

7.4. Except in cases of gross negligence or intentional breach of contract, the provider's liability shall also be limited to the amount of damage reasonably foreseeable for the provider at the time of conclusion of the contract.

7.5. The provider's liability for culpable injury to life, limb, or health shall remain unaffected by the aforementioned limitations of liability.

7.6. The provider shall not be liable for impossibility of delivery or for delays in delivery insofar as these are due to force majeure or other events that were unforeseeable at the time of conclusion of the contract and for which the provider is not responsible (e.g.

difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of energy or raw materials, pandemics or epidemics, official measures, or the failure of suppliers to deliver, or to deliver correctly or on time, despite a congruent hedging transaction concluded by the Provider) are to blame. If such events make delivery or performance significantly more difficult or impossible for the provider and the hindrance is not only of a temporary nature, the provider is entitled to withdraw from the contract. In the event of obstacles of a temporary nature, the delivery or service deadlines shall be extended or the delivery or service dates postponed by the period of the hindrance plus a reasonable start-up period. If, as a result of the delay, the customer cannot reasonably be expected to accept the delivery or service, they may withdraw from the contract by immediately notifying the provider in writing.

8. Final provisions

8.1 German law applies, excluding the UN Convention on Contracts for the International Sale of Goods and the provisions of international private law.

8.2. The exclusive place of jurisdiction for all disputes arising from or in connection with these GTC or the underlying contract is the registered office of the provider, provided that the contractual partner is a company, a legal entity under public law, or a special fund under public law.

8.3 Should individual provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a substitute provision that comes as close as possible to the purpose intended by the invalid provision.

As of: July 2025