

# General Terms and Conditions of griwecolor GmbH, based in 78199 Bräunlingen, Germany

As of 01<sup>st</sup> of October 2025

Page 1 of 6

## 1. Scope of application

1.1 The following General Terms and Conditions ('GTC') apply exclusively to all transactions between us and our customers. The GTC shall only apply if the customer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

1.2 Our GTC, in their respective version, shall also apply as a framework agreement for future contracts for the sale and/or delivery of movable goods with the same customer, without us having to refer to them again in each individual case; In this case, we will inform the customer immediately of any changes to our GTC.

1.3 Our GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent applies in all cases, for example, even if the customer refers to their general terms and conditions in the context of the order and we do not expressly object to this, or if we carry out the delivery to the customer without reservation in full knowledge of the customer's general terms and conditions.

1.4 Individual agreements (e.g. framework supply contracts) and information in our order confirmation take precedence over the general terms and conditions.

1.5 Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these General Terms and Conditions includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected.

1.6 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

## 2. Conclusion of contract

2.1 Our offers are subject to change and non-binding. This also applies if we have provided the customer with catalogues, technical documentation, other product descriptions or documents – including in electronic form – to which we reserve ownership rights and copyrights.

2.2 The customer's order of goods is considered a binding offer to enter into a contract.

2.3 Our acceptance of the offer to conclude a contract shall be made either in writing (e.g. by order confirmation) or by delivery of the goods to the customer.

## 3. Prices and terms of payment

3.1 Unless otherwise agreed in individual cases, our prices valid at the time of conclusion of the contract shall apply in accordance with the currently valid price list ex works Döggingen, plus packaging and plus the currently valid value added tax in Germany. Value added tax shall not be charged to foreign customers if we are provided with their ID number or proof of export.

3.2 If the agreed prices are based on our list prices and delivery is to take place more than four months after conclusion of the contract, our valid list prices at the time of delivery shall apply (less any agreed percentage or fixed discount).

3.3 In the case of sale by delivery, the customer shall bear the transport costs from the warehouse and the costs of any transport insurance requested by the customer. Any customs duties, fees, taxes and other public charges shall be borne by the customer.

## General Terms and Conditions of griwecolor GmbH, based in 78199 Bräunlingen, Germany

As of 01<sup>st</sup> of October 2025

Page 2 of 6

3.4 Unless otherwise agreed, the purchase price is due for payment immediately upon invoicing and delivery or acceptance of the goods. However, even within the framework of an ongoing business relationship, we are entitled at any time to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

3.5 If a different payment term is not included in the order confirmation, default of payment shall occur at the latest in accordance with the statutory provisions. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further claims for damages caused by default.

3.6 The customer shall only be entitled to set-off or retention rights insofar as their claim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counter-rights, in particular those under Section 6.7 (Customer's claims for defects) of these General Terms and Conditions, shall remain unaffected.

3.7 If, after conclusion of the contract, it becomes apparent (e.g. through an application to open insolvency proceedings) that our claim to the purchase price is at risk due to the customer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary, to withdraw from the contract after setting a deadline (Section 321 of the German Civil Code (BGB)). In the case of contracts for the manufacture of non-fungible goods (custom-made products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

3.8 In the event that we have been issued with a SEPA direct debit mandate to collect our claims, we shall inform the customer of the amounts due for collection no later than 1 business day before the due date.

### 4. Delivery periods and dates, transfer of risk

4.1 Delivery periods and dates are determined by the respective written order confirmation.

4.2 If we are prevented from meeting delivery periods and dates and fulfilling our obligations due to circumstances beyond our control, e.g. late delivery by our supplier, if we have concluded a congruent covering transaction, operational disruptions, hindrance to the delivery of raw materials and supplies to us due to official measures, embargoes, strikes, lockouts, force majeure or natural disasters affecting us or our suppliers, we shall inform the customer of this immediately and at the same time notify them of the expected new delivery period. If the service is still not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part. We shall immediately reimburse any consideration already paid by the customer.

4.3 The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the customer is required. The rights of the customer pursuant to Section 7 (Other Liability) of these General Terms and Conditions and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

4.4 Delivery shall be made from our warehouse, which shall also be the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the goods shall be shipped to another destination (sale by delivery). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular the transport company, shipping route, packaging) ourselves.

4.5 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery.

## General Terms and Conditions of griwecolor GmbH, based in 78199 Bräunlingen, Germany

As of 01<sup>st</sup> of October 2025

Page 3 of 6

of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed to have taken place if the customer is in default of acceptance.

4.6 We do not take back disposable packaging. At the customer's request, we will name a suitable organisation for disposal in domestic business.

4.7 We shall be entitled to make partial deliveries if the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the customer does not incur any significant additional expenses or costs as a result (unless we agree to bear these costs).

### 5. Retention of title

5.1 We retain title to the goods sold until all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims) have been paid in full.

5.2 The goods subject to retention of title may not be pledged to third parties or transferred as security before the secured claims have been paid in full. The customer must notify us immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties (e.g. seizures) have access to the goods belonging to us.

5.3 In the event of breach of contract by the customer, in particular non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods on the basis of retention of title and withdrawal. The demand for surrender does not simultaneously constitute a declaration of withdrawal; rather, we are entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. If the customer fails to pay the purchase price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if such a deadline is dispensable in accordance with the statutory provisions.

5.4 Until revoked in accordance with (c) below, the customer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a) The retention of title extends to the full value of the products created by processing, mixing or combining our goods, whereby we are considered the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their ownership rights remain in force, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) The customer hereby assigns to us as security all claims against third parties arising from the resale of the goods or the product, either in full or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the customer mentioned in paragraph 2 also apply with regard to the assigned claims.

(c) The buyer remains authorised to collect the claim alongside us. We undertake not to collect the claim as long as the buyer meets his payment obligations to us, is not in default of payment, no application for the opening of insolvency proceedings has been filed or there is no other deficiency in his ability to pay, and we do not assert our retention of title by exercising a right in accordance with paragraph 3. If this is the case, however, we may demand that the buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we shall also be entitled to revoke the purchaser's authority to resell and process the goods subject to retention of title.

## General Terms and Conditions of griwecolor GmbH, based in 78199 Bräunlingen, Germany

As of 01<sup>st</sup> of October 2025

Page 4 of 6

(d) If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

### 6. Warranty

6.1 Unless otherwise specified below, the statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions). In all cases, the special statutory provisions for final delivery of the goods to a consumer and the customer's rights arising from separately issued guarantees, in particular on the part of the manufacturer, remain unaffected.

6.2 Our liability for defects is based primarily on the agreement made regarding the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications that are the subject of the individual contract or that were publicly announced by us (in particular in catalogues or on our website) at the time of conclusion of the contract shall be deemed to be an agreement on quality in this sense. If the quality has not been agreed, the statutory provisions shall be used to assess whether or not a defect exists (Section 434 (3) BGB). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the goods, take precedence over statements made by other third parties.

6.3 Technical application information and advice provided by us to the customer at their request is non-binding unless a binding commitment has been expressly confirmed in writing. In any case, our information does not release the customer from the obligation to carry out a specific suitability test for the intended purpose when using our products in individual cases.

6.4 We are generally not liable for defects that the customer is aware of at the time of conclusion of the contract or is not aware of due to gross negligence (§ 442 BGB).

6.5 Furthermore, the customer's claims for defects presuppose that he has fulfilled his statutory obligations to inspect and give notice of defects (Sections 377, 381 HGB). In the case of building materials and other goods intended for installation or further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or later, we must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 5 working days of delivery and defects that are not apparent during inspection must be reported in writing within the same period after discovery. If the customer fails to carry out the proper inspection and/or notification of defects, our liability for the defect that was not reported or not reported in a timely or proper manner is excluded in accordance with the statutory provisions. In the case of goods intended for installation, attachment or fitting, this also applies if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, the customer shall have no claims for reimbursement of corresponding costs ('removal and installation costs') in particular.

6.6 If the delivered item is defective, we may first choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the customer in individual cases, the customer may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

6.7 We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.

6.8 The customer must give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the customer

## General Terms and Conditions of griwecolor GmbH, based in 78199 Bräunlingen, Germany

As of 01<sup>st</sup> of October 2025

Page 5 of 6

must return the defective item to us in accordance with the statutory provisions; however, the buyer has no right to return the goods. Subsequent performance does not include the removal, dismantling or uninstallation of the defective item, nor the reinstallation, attachment or installation of a defect-free item, if we were not originally obliged to provide these services; claims by the customer for reimbursement of corresponding costs ('removal and installation costs') remain unaffected.

6.9 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, as well as any removal and installation costs, if a defect actually exists. However, if a customer's request to remedy a defect proves to be unjustified, we may demand reimbursement of the costs incurred from the customer if the customer knew or could have recognised that no defect actually existed.

6.10 If a reasonable period to be set by the customer for subsequent performance has expired without success or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. However, there is no right of withdrawal in the case of an insignificant defect.

6.11 Claims by the customer for reimbursement of expenses pursuant to Section 445a (1) of the German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 BGB) or a consumer contract for the provision of digital products (Sections 445c (2), 327 (5), 327u BGB). Claims by the customer for damages or reimbursement of futile expenses (§ 284 BGB) shall also only exist in the event of defects in the goods in accordance with the following clauses 7 and 8.

### 7. Other liability

7.1 Unless otherwise specified in these General Terms and Conditions, including the following provisions, we shall be liable for any breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

7.2 We shall be liable for damages – regardless of the legal basis – within the scope of fault-based liability in cases of intent and gross negligence. In cases of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. diligence in our own affairs; insignificant breach of duty), only

a) for damages resulting from injury to life, limb or health,

b) for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for foreseeable, typically occurring damage.

7.3 The limitations of liability resulting from clause 7.2 also apply to third parties and to breaches of duty by persons (including for their benefit) for whose fault we are responsible under statutory provisions. They do not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods. The same applies to claims by the customer under the Product Liability Act.

7.4 In the event of a breach of duty that does not constitute a defect, the customer may only withdraw from the contract or terminate it if we are responsible for the breach of duty. The customer's right to terminate the contract at will (in particular in accordance with Sections 650, 648 of the German Civil Code (BGB)) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

## General Terms and Conditions of griwecolor GmbH, based in 78199 Bräunlingen, Germany

As of 01<sup>st</sup> of October 2025

Page 6 of 6

7.5 It is the customer's responsibility to store the products delivered by us properly and to protect them from incompatible environmental influences, e.g. chemical reactions or frost.

7.6 If our products are exported by our customer to third countries, including for further processing by the customer, we shall not be liable for the exportability of our products and the absence of state licensing requirements and import restrictions in our customer's export countries.

### 8. Limitation period

8.1 Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

8.2 If the goods are a structure or an item that has been used for a structure in accordance with its normal use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provision (§ 438 (1) No. 2 BGB). Other special statutory provisions on the limitation period (in particular Section 438 (1) No. 1, Section 76 (3), Sections 444, 445b BGB) remain unaffected.

8.3 The above limitation periods under sales law also apply to contractual and non-contractual claims for damages by the customer based on a defect in the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the customer pursuant to Section 8 (2) sentences 1 and 2(a) and pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

### 9. Warranty statements

9.1 The issuance of a warranty statement requires a separate, written form outside of the order confirmation.

9.2 Quality specifications and service descriptions do not contain any warranty statements. The acceptance of implied warranties is expressly excluded.

### 10. Place of performance, place of jurisdiction and choice of law

10.1 If our customer is a merchant within the meaning of the German Commercial Code, an entrepreneur, a legal entity under public law or a special fund under public law, we agree that the place of performance for delivery and payment obligations shall be our registered office in Bräunlingen-Döggingen.

10.2 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Bräunlingen-Döggingen. The same shall apply if the customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB). However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions or a prior individual agreement or at the customer's general place of jurisdiction. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected.

10.3 These General Terms and Conditions and all legal relationships between us and the customer are governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.