GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

(LAST UPDATED: 11/2025)

++ for a German version, please refer to
https://www.trumpler.de/agb/ **++**

I. Scope of Application, Exclusive Application, Form of Notifications, English Version

1. These General Terms and Conditions of Sale and Delivery ("**GTC**") shall apply to all contracts, legal transactions, deliveries, business dealings and relationships between us as the seller (hereinafter referred to as "**Trumpler**", "**we**" or "**us**") and our customers (hereinafter referred to as the "**Buyer**"), provided that the Buyer is an entrepreneur (*Unternehmer*) within the meaning of Section 14 of the German Civil Code (BGB), a legal person under public law or a special fund under public law. In particular, these GTC shall apply to contracts for the sale and/or delivery of movable items ("goods"), regardless of whether we manufacture the goods ourselves or procure them, in whole or in part, from suppliers (Sections 433 and 650 BGB).

2. Unless otherwise agreed, the version of these GTC in effect at the time an order is placed by the Buyer – or at least the version most recently shared with the Buyer in text form – shall also apply as a framework agreement to any similar contracts that may be concluded in the future, without the need for us to refer to that version again in each individual case.

3. Our GTC shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the Buyer shall only be included in the contract if and to the extent that we have explicitly approved their validity in writing (as defined in Section I.4 below), regardless of whether such terms were submitted before or after our GTC. Our GTC shall remain exclusively applicable even if we unreservedly carry out a delivery to the Buyer despite being aware of the latter's deviating, conflicting or supplementary terms.

4. Any legally relevant declarations and notifications to be submitted by the Buyer (e.g. deadlines, reminders, withdrawal, termination) must be made in writing. For the purposes of these GTC, "**in writing**" means in written form or in text form (e.g. letter, email, fax, PDF, EDI or via any other electronic portal). Notwithstanding the above, stricter statutory provisions may apply with regard to the relevant formal requirements and the need for additional proof, especially in case of doubt regarding the authority of the person submitting a declaration.

5. The GTC are also available in a German version and can be accessed via the link above or provided upon request. In the event of any discrepancies or differences in interpretation between the German and English versions of the GTC, the German version shall take precedence.

II. Amendments

1. We reserve the right to amend these GTC. If any amendments are made, we shall provide the Buyer with the amended version of our GTC for review and approval.

2. We shall presume that the Buyer consents to the amended version of the GTC if the Buyer does not object to the relevant amendments within 6 (six) weeks of being notified. This legal fiction of consent, which shall be specifically brought to the Buyer's attention in the relevant notification, shall not apply if the amendments would affect the balance between performance and consideration in contracts with the Buyer.

3. Any amendments to these GTC shall take effect prospectively from the date of consent or presumed consent. Any contracts and legal transactions already established between us and the Buyer shall remain unaffected, unless otherwise agreed.

III. Conclusion of Contract, Offer and Acceptance

1. Our offers shall be non-binding and subject to change. This shall apply even if we provide the Buyer with catalogues, technical documentation, other product descriptions or documents (including electronic files).

2. As soon as an order is placed for goods, the Buyer shall be deemed to have made a binding offer to enter into a contract. Unless otherwise stated in the order, we shall be entitled to accept this offer within two weeks of receipt.

3. We may accept the offer either in writing (e.g. by issuing an order confirmation) or by delivering the goods to the Buyer. Section I.3 above remains unaffected.

4. The Buyer shall not have a free right of termination (particularly excluding the rights described in Sections 650 and 648 BGB).

IV. Delivery, Delivery Period, Delay in Delivery

1. All deliveries shall be made ex works or from our warehouse, which shall also be the place of performance for the delivery and any rectification measures. At the Buyer's request and expense, the goods shall be shipped to another destination (**shipment sale**) and/or insured for transport. Unless otherwise agreed, we shall be entitled to choose the method of shipment ourselves (in particular the transport company, shipping route and packaging). We shall not be obliged to take back any packaging, protective devices or transport materials, unless this has been explicitly agreed in writing or is required by mandatory law.

2. All delivery periods shall be agreed individually or indicated by us when accepting the order. If no such agreement or indication is made, the delivery period shall be approximately two weeks from the conclusion of the contract, and we shall be entitled to make early deliveries and reasonable partial deliveries. However, the fulfilment of our delivery obligations shall be conditional upon the timely and proper performance of the Buyer's obligations.

3. If we are unable to meet binding delivery dates for reasons beyond our control (unavailability of goods or services), we shall inform the Buyer immediately and communicate the expected new delivery date. During the period in which the relevant goods or services remain unavailable, we shall not be obliged to adhere to agreed delivery or unloading times. If the goods or services cannot be provided by the new delivery date, we shall be entitled to withdraw from all or part of the contract; we shall immediately reimburse the Buyer for any payments that have been made. The goods or services shall be deemed unavailable, for example, if we do not receive timely deliveries from our own suppliers, provided that we have entered into a corresponding hedging transaction, if there are other disruptions in the supply chain (e.g. due to force majeure), or if we are not obliged to procure the goods or services in a particular case.

4. Any returnable packaging must be returned promptly at the Buyer's expense. Any loss or damage to returnable packaging shall be borne by the Buyer until it has been returned to the supplier, provided that the Buyer is responsible for such loss or damage. Any returnable packaging may only be used for its intended purpose and not for storing other products. It shall be intended exclusively for transporting the goods to be delivered. Any labels must not be removed.

V. Prices and Terms of Payment, Late Payment

1. Unless otherwise agreed in a specific case, our prices valid at the time the contract is concluded shall apply ex works or from our warehouse (plus the statutory rate of value added tax and excluding packaging, transport and insurance).

2. In the case of shipment sales, the Buyer shall cover the costs incurred to transport the goods from our warehouse and the cost of any transport insurance requested by the Buyer. The Buyer shall bear any customs duties, fees, taxes and other public charges. We shall not be obliged to handle customs clearance.

3. If the price is calculated according to the weight of the goods, the weight determined at the time of loading shall apply. Any normal loss of weight during transport shall be borne solely by the Buyer.

4. Unless otherwise agreed, the purchase price shall be due and payable within 30 days of the invoice date without deductions. We shall be entitled to make all or part of a delivery subject to a prepayment. The statutory provisions shall apply in the event of late payment.

5. The Buyer shall only be entitled to exercise rights of set-off, refusal of performance or retention if the relevant counterclaim (i) arises from the same contractual relationship as our claim, (ii) has been legally established, or (iii) is not disputed or has been acknowledged by us. In the event of a defective delivery, the Buyer's counter-rights, particularly those set out in Section IX of these GTC, shall remain unaffected.

6. If, after the contract has been concluded, it becomes apparent that our claim to the purchase price is at risk due to the Buyer's lack of financial capacity (e.g. if an application is filed for insolvency proceedings), we shall be entitled to refuse performance under the statutory provisions and – if applicable, after setting a grace period – to withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made products), we may withdraw from the contract immediately; the statutory provisions on the dispensability of setting a grace period shall remain unaffected.

VI. Transfer of Risk, Acceptance, Default in Acceptance

1. The risk of accidental loss or deterioration shall be transferred to the Buyer, at the latest, when the goods are handed over to the Buyer; in the case of shipment sales, the risk shall be transferred to the Buyer when the goods are handed over to the carrier, freight forwarder or any other person designated to carry out the shipment. If a formal acceptance procedure has been agreed, this shall determine when the risk is transferred. The goods shall be deemed to have been handed over or accepted if the Buyer is in default of acceptance.

2. If the Buyer is in default of acceptance, if the Buyer fails to cooperate as required, or if our delivery is delayed for other reasons attributable to the Buyer, we shall be entitled to claim compensation for the resulting damage, including any additional expenses (e.g. storage costs). In such cases, we shall charge a lump sum of EUR 10 per calendar day, starting from the agreed delivery date or, in the absence of such a date, from the notification of readiness for dispatch. We reserve the right to prove that we have incurred greater damage and to assert our statutory rights (particularly our right to demand the reimbursement of additional expenses, reasonable compensation, termination); however, the lump sum shall be deducted from any further monetary claims. The Buyer shall be entitled to prove that we have incurred no damage at all or substantially less damage than the above lump sum.

VII. Retention of Title

1. The goods delivered shall remain our property until the purchase price has been paid in full. Until then, the Buyer shall not be entitled to dispose of the goods outside the ordinary course of business, nor may the goods be pledged to third parties or transferred by way of security. The Buyer hereby assigns to us, as security for our claim to the purchase price, any receivables arising from the resale of goods that remain our property. We hereby accept this assignment. If such assignment is not legally permissible, the Buyer hereby instructs the third-party debtor to make any payments exclusively to us.

2. The Buyer shall remain authorised to collect the assigned receivables as long as it complies with its payment obligations to us in accordance with the contract. If the Buyer fails to comply with these obligations, the collected amounts shall belong to us and must be kept separate from the Buyer's own funds.

3. If the Buyer processes any goods subject to retention of title, such processing shall be deemed to have been carried out on our behalf – without giving rise to any obligations on our part. If the goods are processed, combined, mixed or blended with other goods not supplied by us, we shall acquire co-ownership of the new item in proportion to the invoice value of our goods to the value of the other processed goods at the time of processing, combination, mixing or blending. If the Buyer acquires sole ownership of the new item by operation of law, the Buyer hereby grants us co-ownership in the proportion described above and agrees to hold the item in safekeeping for us free of charge. Paragraphs 1 and 2 shall apply accordingly to any subsequent disposal of such new items.

4. If the Buyer acts in breach of contract, in particular by failing 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 subject to retention of title. If we choose to demand the return of the goods, this shall not necessarily mean that we wish to withdraw from the contract; we shall be entitled to demand the return of the goods and reserve the right to withdraw from the contract.

5. If the total value of the assignments and securities granted to us exceeds our claims by more than 10%, we shall release an appropriate portion of the securities at the Buyer's request; the securities shall be selected at our own discretion.

VIII. Indication of Quality, Technical Support

1. Analytical data and other information regarding the quality of our goods shall be provided to the best of our knowledge and in line with the current state of research and our development. Any samples provided to the Buyer prior to entering into the contract shall be intended merely as approximations reflecting the average quality of the goods at that time. We shall be entitled to make changes to the technical design and chemical composition of our products while reasonably taking the Buyer's own interests into account. If certain parameters based on samples are listed in product specifications, data sheets or other contractual documents, these shall be binding and definitive. This shall apply even if the samples contain additional parameters not listed in the product specifications, data sheets or other contractual documents.

2. Any technical support shall always be provided to the best of our knowledge and in line with the state of the art at the time the contract is concluded. We shall not verify the accuracy or completeness of any information that may be provided to us by the Buyer in this context. Any advice or information regarding the suitability and use of our goods shall not release the Buyer from the obligation to conduct its own tests and trials.

IX. Claims for Defects, Liability of Trumpler

1. If and to the extent that the parties have reached an agreement concerning (i) the characteristics of the goods, (ii) the assumed suitability of the goods for a specific purpose under the contract, or (iii) the provision of manuals or accessories, the goods shall only be deemed defective if and to the extent that such agreements are not fulfilled. Agreed characteristics shall include any agreements regarding the nature, quantity, quality, functionality, compatibility, interoperability or other features of the goods; in each case, the details contained in the respective product information shall be deemed agreed. We shall not owe any other suitability for use, characteristics, accessories or manuals. In particular, we shall not warrant that the goods are suitable for ordinary use or possess a characteristic customary for items of the same kind.

2. The Buyer shall only be entitled to assert warranty claims after fulfilling its statutory obligations to inspect the goods and report defects in accordance with Sections 377 and 381 of the German Commercial Code (HGB). Any obvious defects – i.e. defects in title or quality, excess, short or incorrect deliveries or the absence of any guaranteed characteristics or durability of the delivery or service ("defects") – must be reported in writing without undue delay, and no later than 14 days following the delivery of the goods. Any defects that cannot be detected during a customary incoming goods inspection must be reported immediately upon discovery. The Buyer shall be responsible for preserving any rights of recourse against the carrier. In the event of complaints regarding the condition of the goods, we must be sent an adequately sized sample without delay; the remaining goods in their original packaging, as well as any goods already in use, must be secured and stored separately. We must be given the opportunity to take all necessary measures to examine the complaint on site. In the case of goods intended for mixing, blending or further processing, the relevant inspections and notification of defects must take place at the latest prior to such processing. Otherwise, our liability shall be excluded even if the defect only becomes apparent after such processing.

3. Subject to the provisions of Section XI.1 below, the Buyer must comply with the requirements, instructions, guidelines and conditions contained in the product information, safety data sheet, technical instructions and other documents relating to the respective goods. The Buyer shall have no claims for defects arising from any failure to observe these obligations.

4. If a complaint is justified, we shall be entitled, at our discretion, to either remedy the defect or provide the Buyer with replacement goods that are free from defects ("rectification measures"). Our rectification measures shall not include removal, separation or any other work intended to restore the original state of the defective goods, nor the installation, mixing or any other processing of the replacement goods, unless we were originally obliged to perform such work; the Buyer's right to reimbursement of the relevant costs ("removal and installation costs") shall remain unaffected. If a demand for the rectification of defects is unjustified, we may claim reimbursement of the resulting costs, provided that the Buyer knew or should have known that the goods were not actually defective.

5. In urgent cases (e.g. if operational safety is at risk or to avert excessive damage), the Buyer shall be entitled to remedy the defect itself and to claim reimbursement from us for any expenses that are objectively necessary for such purposes. If the Buyer intends to remedy the defect itself, we must be notified without undue delay and, if possible, in advance. The Buyer shall not be allowed to remedy a defect itself in cases where we would be entitled to refuse corresponding rectification measures under the statutory provisions.

6. The Buyer shall have no claims for damages or reimbursement of expenses – irrespective of the legal basis – except where:

   a) Trumpler or its vicarious agents have acted in an intentional or grossly negligent manner;

   b) injury to life, limb or health has occurred;

   c) a guarantee or a procurement risk has been assumed; or

   d) liability is mandatory under applicable law, e.g. under the German Act on Liability for Defective Products (ProdHaftG).

   If we breach our material contractual obligations ("cardinal duties"), our liability – except in the cases referred to above – shall be limited to the foreseeable degree of damage typical for the type of contract in question. We shall not be liable for any consequential damages resulting from defects, unless the obligation breached was specifically intended to protect against such damages and such damages are to be expected when the goods are used as intended. This clause shall not alter the statutory allocation of the burden of proof.

7. The above exclusions of liability shall apply accordingly for the benefit of Trumpler's vicarious agents, legal representatives, corporate bodies, agents, officers and employees to the extent that they may be personally liable to the Buyer.

X. Limitation Period

The general limitation period for claims based on material or legal defects (including claims for damages and reimbursement of expenses) shall be one year from delivery. If a formal acceptance procedure has been agreed, the limitation period shall begin once the goods have been accepted. In the cases referred to in points a) to d) of Section IX.6 above, claims for damages and reimbursement of expenses shall be subject exclusively to the statutory limitation periods. Other special statutory provisions on limitation periods shall also remain unaffected (in particular Section 438 (1) Nos. 1 and 2, Section 438 (3), Section 444 and Section 445b BGB).

XI. Compliance with Safety and Environmental Regulations, Export Controls and Embargoes

1. Following delivery, the Buyer shall be solely responsible for ensuring compliance with all safety and environmental regulations related to the purchase, storage and use of the goods. If the Buyer intends to use the delivered goods for any purposes other than those discussed or agreed with us, such use shall only be permitted after extensive testing and examination, and only after any necessary official permits and/or certificates have been obtained. We shall not be obliged to obtain any such official permits on behalf of the Buyer.

2. The Buyer is aware that the goods may be subject to export control regulations (including any applicable embargoes or economic sanctions) in the country of export and, if applicable, in the United States.

3. If the Buyer re-exports the goods, the Buyer shall be legally responsible for ensuring that they are correctly classified under the applicable export control regulations and for obtaining any necessary export authorisations.

4. The Buyer shall be prohibited from directly or indirectly selling or re-exporting the goods (including any technical support) to or for use in Russia, Belarus, the regions of Crimea, Donetsk, Luhansk

or any other self-proclaimed republics within the territory of Ukraine.

5. In the event of a breach, we shall be entitled to (i) terminate the business relationship, in whole or in part, with immediate effect, (ii) suspend further deliveries of goods with immediate effect, and/or (iii) pursue any other appropriate remedies (including compensation for damages and reimbursement of expenses).

XII. Intellectual Property and Confidentiality

1. If we hold any intellectual and/or industrial property rights in relation to our goods, we shall retain such rights even after the products have been delivered to the Buyer, unless otherwise agreed in writing. The Buyer shall not be permitted to remove or alter any notices of intellectual and/or industrial property rights associated with the products. If products are manufactured based on a formulation provided by the Buyer, the Buyer shall indemnify us against all third-party claims relating to the delivered products, including but not limited to claims concerning the infringement of third-party intellectual or industrial property rights.

2. All business or technical information (including quotation documents) disclosed by one party to the other must be kept confidential with respect to third parties, unless such information can be proven to be public knowledge; any such information may only be shared within the receiving party's organisation with individuals who need to be involved in the performance of contractual obligations and who are bound by appropriate confidentiality obligations (it shall be sufficient to ensure that such individuals are bound by general confidentiality obligations under an employment contract or similar). This duty of confidentiality shall remain in effect for the duration of the business relationship between us and the Buyer and for a period of three years following its termination. Any such information may not be reproduced or used for commercial purposes, unless the disclosing party gives its prior express consent in text form in accordance with Section 126b BGB. Upon request, all information originating from the disclosing party (including any copies or records made) and any loaned items must be promptly and fully returned or destroyed. This shall not apply to any automatically generated back-up files or to any information that the receiving party is obliged to retain under statutory or regulatory requirements, provided that the receiving party continues to treat such information as confidential and does not use it as described above.

3. The information referred to in paragraph 2 above shall remain our property. We reserve all rights (including copyrights and the right to register industrial property rights such as patents, designs and trademarks) in respect of such information.

XIII. Applicable Law and Place of Jurisdiction

1. These GTC and our contractual relationship with the Buyer shall be subject to the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. If the Buyer is a merchant, a legal person under public law or a special fund under public law, our registered office shall be the exclusive – and international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, we shall also be entitled to take legal action at the place of performance for the delivery obligation or at the Buyer's general place of jurisdiction.

XIV. Final Provisions

1. If individual provisions of these GTC prove to be wholly or partially ineffective, this shall have no bearing on the effectiveness of the remaining provisions. In such cases, the parties agree to replace the ineffective provision with one that best reflects the economic purpose of the ineffective provision.

2. Any additions and amendments to the contract must be made in written form (*Schriftform)* within the meaning of Section 126 BGB. The same applies to the cancellation of this written form requirement, unless a stricter form is required by law.