

SEYSAM GENERAL TERMS OF SALE AND SUPPLY

R00 | September 2026

These General Terms of Sale and Supply ("Terms") apply to all quotations, sales, deliveries and related services of SEYSAM, Julweg 3, 51503 Rösrath, Germany ("SEYSAM"). They apply exclusively to entrepreneurs, merchants, companies, legal entities under public law and comparable business customers and do not apply to consumers.

I. Scope, Customer Terms and Individual Agreements

- These Terms apply to the entire business relationship between SEYSAM and the customer insofar as the relevant transaction falls within their scope.
- Conflicting or deviating terms and conditions of the customer do not apply unless SEYSAM expressly accepts them in text form. This applies even if SEYSAM performs delivery without expressly objecting to the customer's terms.
- Individual agreements expressly concluded between the parties take precedence over these Terms. References in a quotation, order confirmation or other transaction document to specific commercial or technical conditions likewise prevail to the extent of an actual conflict.

II. Quotations, Orders, Contract Formation and Scope

- Unless expressly designated as binding, quotations issued by SEYSAM are non-binding and subject to availability. A customer purchase order constitutes an offer to contract.
- A contract is concluded when SEYSAM accepts the customer's order by written or electronic order confirmation or, with the customer's knowledge, begins performance in a manner clearly indicating acceptance. If an order confirmation contains material deviations from the customer's order, it constitutes a counter-offer; the contract is then concluded only upon the customer's acceptance, including by conduct where legally sufficient.
- The contractual scope is determined by the order confirmation, SEYSAM quotation and the technical documents expressly referenced therein. In case of conflict, expressly agreed individual terms take precedence, followed by the order confirmation, the quotation and then the referenced technical documents, subject to clause II.2.
- Dimensions, weights, illustrations, drawings, performance data and other technical information are binding only if expressly confirmed as binding. Reasonable technical changes remain permissible where they do not materially impair the agreed function, quality or intended contractual use.
- The customer has no unilateral right to cancel an accepted order unless such right follows from mandatory law or has been expressly agreed. If SEYSAM agrees to a cancellation, the customer shall reimburse unavoidable supplier commitments, non-cancellable procurement costs, freight and other costs already incurred, together with any further reasonable and demonstrable loss caused by the cancellation.
- SEYSAM may use manufacturers, suppliers, inspection companies, carriers, freight forwarders and other suitable subcontractors or service providers in performing the contract.

III. Prices, Taxes, Charges and Payment

- Prices apply only to the respective quotation or order and are stated in the agreed currency. Unless expressly stated otherwise or allocated to SEYSAM under the agreed Incoterms® rule, all prices are net prices exclusive of statutory VAT, customs duties, import duties, special packaging, freight, insurance, inspections, certificates, legalization and other ancillary charges.
- Where an Incoterms® rule is agreed, Incoterms® 2020 shall apply together with the specifically named place or port stated in the quotation or order confirmation.
- If a transaction is treated as VAT-exempt on the basis of export, intra-Community supply or customer information, the customer shall provide information and documents reasonably required to establish the exemption. If VAT or comparable charges become payable because information supplied by the customer was incorrect, incomplete or not provided in due time, the customer shall reimburse SEYSAM for such tax and directly attributable charges to the extent permitted by law.
- Payment terms are stated in the quotation, order confirmation or invoice. If no payment term is agreed, invoices are due net within 30 calendar days after receipt of the invoice. No deduction or discount is permitted unless expressly agreed.
- The customer shall bear its own bank and transfer charges and shall arrange payment so that SEYSAM receives the invoiced amount without deduction of charges imposed by the customer's bank or intermediary banks, unless otherwise agreed.
- Set-off is permitted only with counterclaims that are undisputed, finally adjudicated or arise from the same contractual relationship. Rights of retention may be exercised only on the basis of claims arising from the same contractual relationship.
- In the event of payment default, SEYSAM is entitled to the statutory default interest and statutory lump-sum compensation applicable to business transactions, without prejudice to any further recoverable damage.
- If, after conclusion of the contract, circumstances become apparent that objectively jeopardize SEYSAM's claim to payment, SEYSAM may suspend outstanding performance and require advance payment or adequate security in accordance with applicable law.

IV. Delivery Dates, Cooperation and Self-Supply

- Delivery periods and dates are non-binding unless expressly confirmed by SEYSAM as binding. A delivery period begins only after all commercial and technical details have been clarified and all required customer approvals, documents, information and agreed advance payments have been received.
- If the customer delays approvals, specifications, drawings, inspections, payment, import information or other required cooperation, the delivery period shall be extended by the resulting delay plus a reasonable restart period. Additional costs caused by the delay may be charged to the customer.
- Partial deliveries are permitted where reasonable for the customer and where they do not materially impair the intended contractual use.
- Where SEYSAM has concluded a corresponding procurement transaction in due time, its delivery obligation is subject to correct and timely self-supply by the relevant supplier, provided SEYSAM is not responsible for the failure or delay of self-supply. If such supply finally fails, SEYSAM may withdraw from the affected part of the contract, shall inform the customer without undue delay and shall refund any payment received for the unperformed part without undue delay.
- If a binding delivery date is exceeded for reasons attributable to SEYSAM, the customer's rights are governed by applicable law subject to the liability provisions of these Terms.

V. Force Majeure

- Neither party is responsible for delay or non-performance caused by an event beyond its reasonable control that could not reasonably have been prevented or overcome, including natural disasters, war, terrorism, embargoes, governmental measures, sanctions, epidemics, strikes, major transport disruptions, energy shortages or comparable events.
- The affected party shall inform the other party without undue delay where reasonably possible and shall use commercially reasonable efforts to mitigate the effects. The affected obligation is suspended for the duration and scope of the event, and agreed periods are extended by a reasonable period.
- A failure by a supplier qualifies under this Section only to the extent that the supplier itself is affected by such an event or the requirements of Section IV.4 are met.
- If the event continues for more than 90 calendar days and continued performance is no longer reasonable, either party may terminate the affected unperformed part of the contract. Payments received for the terminated, unperformed part shall be refunded.

VI. Delivery, Shipment, Transfer of Risk and Customer Delay

- The agreed Incoterms® 2020 rule and named place or port determine delivery, allocation of costs, transport obligations and transfer of risk.
- If no Incoterms® rule is agreed and the goods are shipped to the customer, risk passes to the customer when the goods are handed over to the first carrier or freight forwarder for shipment, subject to mandatory law.
- Packaging is selected according to the normal transport requirements of the goods. Special packing, preservation, marking, fumigation or export packing requested by the customer is supplied only if agreed and may be charged separately.
- If the customer fails to take delivery, provide shipping instructions or otherwise accept the goods after notification of readiness, SEYSAM may store the goods at the customer's cost. Transfer of risk and any further rights arising from creditor delay are governed by applicable law.
- SEYSAM may select suitable carriers and freight forwarders where transport is within SEYSAM's contractual scope.

VII. Technical Basis, Customer Information and Documentation

- The customer is responsible for the completeness and correctness of the technical data, media data, operating conditions, installation conditions, standards, drawings, end-user requirements and other information supplied by or on behalf of the customer.
- SEYSAM is responsible for compliance with the expressly agreed specification. Unless SEYSAM has expressly undertaken separate engineering or design responsibility, the customer remains responsible for confirming that the selected equipment is suitable for the customer's specific process, plant, installation and operating conditions.
- Unless expressly included in SEYSAM's scope, the customer is responsible for destination-country import permits, registrations, local approvals and local installation or operating requirements.
- Certificates, inspection documents, drawings, data sheets, manuals and other documentation are supplied only to the extent expressly agreed. Manufacturer documentation may be provided in the form, revision and language made available by the manufacturer.
- Additional inspections, certificates, translations, legalization, notarization or special documentation requested after contract conclusion may be charged separately and may affect the delivery schedule.

VIII. Inspection, Defects, Remedy and Limitation Period

- Where Section 377 of the German Commercial Code (HGB) applies, the customer shall inspect the goods without undue delay after delivery and notify SEYSAM without undue delay of any recognizable defect. Hidden defects shall be notified without undue delay after discovery. The statutory consequences of a failure to inspect or notify remain unaffected.
- A defect exists where, at the relevant time of transfer of risk, the goods materially fail to comply with the expressly agreed specification or other legally applicable requirements that have not been validly modified by agreement.
- In the event of a justified defect claim, SEYSAM may initially choose between repair and delivery of a defect-free replacement item. The customer may reject the method chosen by SEYSAM if it is unreasonable in the individual case. SEYSAM's statutory right to refuse a disproportionately costly form of remedy remains unaffected.
- The customer shall provide SEYSAM with the time, access and opportunity reasonably required to inspect and remedy the defect and shall make the affected goods available for inspection. Unauthorized repairs or modifications do not automatically extinguish defect rights; however, SEYSAM is not responsible for additional defects, damage or costs caused by such intervention.
- If remedy fails, is refused or is unreasonable, the customer may exercise the statutory rights of reduction or withdrawal and, subject to Section IX, damages.
- For new movable goods, claims for defects become time-barred 12 months after delivery. This shortening does not apply to claims based on fraudulent concealment of a defect, an expressly assumed guarantee, intentional or grossly negligent conduct, injury to life, body or health, mandatory product liability, claims for defects in cases subject to the statutory five-year period for buildings or goods customarily used for a building and causing its defect, or mandatory statutory recourse claims in the supply chain.
- No defect claim exists to the extent a defect or damage was caused by improper storage, installation, commissioning, operation, maintenance or modification, normal wear and tear, unsuitable operating media, external influences, or operating conditions outside the expressly agreed specification.
- Any manufacturer warranty is additional to, and does not replace or restrict, SEYSAM's contractual defect liability. Manufacturer warranty rights are passed on to the customer only to the extent legally and practically transferable.

IX. Liability

- SEYSAM is liable without limitation for intent and gross negligence, for culpable injury to life, body or health, for fraudulent concealment of defects, for expressly assumed guarantees and wherever liability is mandatory by law, including mandatory product liability.
- In cases of simple negligence, SEYSAM is liable only for breach of a material contractual obligation whose performance is essential to proper execution of the contract and on whose performance the customer may regularly rely. In such cases, liability is limited to damage that was foreseeable and typical for the contract at the time the contract was concluded.
- To the extent liability is limited under clause 2, loss of profit, loss of production, loss of use, business interruption and other indirect or consequential loss are recoverable only insofar as such loss was foreseeable and typical for the contract. In all other cases of simple negligence, liability is excluded to the extent legally permissible.
- The limitations in this Section apply accordingly to SEYSAM's employees, representatives, agents and subcontractors where claims are asserted directly against them.

X. Retention of Title

- Goods delivered by SEYSAM remain the property of SEYSAM until full payment of all claims arising from the relevant business relationship with the customer.
- The customer may resell goods subject to retention of title in the ordinary course of business. The customer hereby assigns to SEYSAM, by way of security, the claims arising from such resale up to the amount of SEYSAM's outstanding secured claims. SEYSAM accepts the assignment. The customer remains authorized to collect the assigned claims unless and until this authorization is lawfully revoked.
- Processing, transformation, combining or mixing of goods subject to retention of title is carried out for SEYSAM without creating any obligation for SEYSAM. If SEYSAM's ownership is extinguished as a result, the customer transfers to SEYSAM, as security, co-ownership or the corresponding rights in the new item in proportion to the invoice value of the reserved goods to the value of the new item, to the extent legally permissible.
- The customer shall notify SEYSAM without undue delay of seizure, attachment or other third-party interference with goods subject to retention of title.
- Upon request, SEYSAM shall release securities to the extent that their realizable value exceeds the secured claims by more than 10%. SEYSAM may choose the securities to be released.
- Where the law applicable at the location of the goods does not recognize the foregoing retention-of-title arrangement, the parties shall cooperate, to the extent reasonably possible, in establishing an equivalent legally permissible security interest.

XI. Intellectual Property and Confidentiality

- Drawings, calculations, technical descriptions, quotations, specifications and other documents provided by SEYSAM remain the intellectual property of SEYSAM or the respective manufacturer or rights holder.
- Such documents may be used only for the agreed project and may not be copied, disclosed to third parties, used for reproduction, reverse engineering or competitive enquiries without prior consent, except where such use or disclosure is necessary for the agreed project, expressly permitted by mandatory law or required by law.
- Each party shall treat non-public technical and commercial information received from the other party as confidential and shall use it only for the contractual purpose. This obligation does not apply to information that is public, was lawfully known beforehand, is independently developed or must be disclosed by law or authority.

XII. Export Control, Sanctions, Customs and End Use

- Each party shall comply with export-control, sanctions, embargo, customs and foreign-trade laws applicable to that party and to the transaction.
- The customer shall provide end-user, destination, end-use and other information only to the extent reasonably required for legally required screening, licensing, customs formalities or compliance with mandatory trade restrictions.
- SEYSAM may suspend or refuse performance to the extent performance would violate applicable law or a required licence or governmental approval is denied, revoked or not granted in time. SEYSAM shall inform the customer without undue delay where legally permitted.

4. Transaction-specific mandatory export-control or sanctions clauses required by applicable law remain unaffected and, where applicable, form part of the relevant quotation, order confirmation or separate compliance undertaking.

XIII. Assignment

1. The customer may assign claims against SEYSAM only with SEYSAM's prior consent, except where the assignment is permitted notwithstanding such restriction by mandatory law.
2. SEYSAM may assign payment claims and related security rights to financing institutions or collection service providers.

XIV. Applicable Law, CISG and Jurisdiction

1. All contractual relationships between SEYSAM and the customer are governed by the laws of the Federal Republic of Germany, excluding its conflict-of-law rules.
2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
3. Where a jurisdiction agreement is legally permissible, in particular under Section 38 of the German Code of Civil Procedure (ZPO), the courts at SEYSAM's general place of jurisdiction in Germany shall have exclusive jurisdiction. SEYSAM remains entitled to bring proceedings at the customer's general place of jurisdiction. In all other cases, statutory jurisdiction rules apply.

XV. Miscellaneous

1. Amendments and supplements should be documented in text form for evidence and clarity. The statutory priority of individual agreements remains unaffected.
2. If any provision of these Terms is or becomes invalid or unenforceable, the remaining provisions remain effective. The statutory provisions apply in place of the invalid or unenforceable provision; Section 306 of the German Civil Code remains unaffected.
3. If SEYSAM makes a translation of these Terms available, the English version shall prevail in the event of discrepancies unless the parties expressly agree otherwise.