

General Terms and Conditions of Sale and Delivery

1. Validity of the Terms and Conditions

1.1 Deliveries and services are provided exclusively according to the Terms and Conditions of KORODUR International GmbH, hereinafter referred to as KORODUR. They form an integral part of customer orders and are deemed to have been accepted upon placement of the orders. In the case of ongoing business relationships, they shall also apply to future contracts. Any deviating or conflicting terms and conditions of our customers shall only apply if KORODUR has expressly agreed to their validity in writing. If the customer does not agree with this, KORODUR must be notified immediately in writing. In cases of this nature, KORODUR reserves the right to withdraw its quotations without it being possible to assert claims of any kind against KORODUR. Where deliveries are subject to foreign trade obligations, the customer shall take responsibility for complying with all relevant provisions. The customer shall obtain any licences or approval required.

1.2. These General Terms and Conditions of Sale and Delivery are exclusively valid for legal transactions into which KORODUR enters with businesses, i.e. with natural or legal persons or partnerships with legal capacity acting in the course of a commercial or self-employed professional activity. In the case of legal transactions with consumers who are not engaged in a commercial or self-employed professional activity, however, these General Terms and Conditions of Sale and Delivery do not apply.

2. Quotations and Conclusion of Contracts

2.1 Unless expressly agreed otherwise, quotations are subject to change, non-binding and valid subject to the availability of materials. Modifications and additions require written confirmation. Prices are only deemed to be fixed prices if this is expressly agreed in individual cases.

2.2 Samples given to the customer are to be regarded as approximate illustrations of dimensions, weight, grade, quality and colour/shades, and do not bind KORODUR even if the order is placed with reference to samples given. This also applies to all documents made available to the customer (illustrations, drawings, weight and dimensional specifications) unless they have been expressly designated as binding. Deviations are permissible in accordance with technical standards or established practice; KORODUR expressly reserves the right to make any modifications that are technically necessary.

2.3 The parties agree that all agreements to be made are to be in writing. There are no verbal (deviating) ancillary agreements. In each individual case, they require written confirmation to be valid. Unless expressly agreed otherwise, using an email sent to an email address already used by the other party in the contractual relationship is sufficient to meet the written form requirement, such as in the case of notices of termination. Furthermore, the written form requirement cannot be waived by email. KORODUR's employees are not authorised to enter into verbal ancillary agreements or to make verbal assurances that deviate from a quotation that has been submitted in writing or from a contract concluded in writing. The date on which the (email) communication is received by the receiving party shall be decisive for any deadline being met.

2.4 Any samples, analyses, instructions for use and similar documents will remain KORODUR's property and shall be treated confidentially. These items as well as any advertising material shall be returned to KORODUR upon request.

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3. Prices

3.1 The prices given in KORODUR's quotations and order confirmations are net prices and only remain valid for as long as the underlying KORODUR price lists and General Terms and Conditions of Sale and Delivery apply. They do not include value-added tax, which is shown separately in the invoice at its statutory rate on the date of billing.

3.2 In all cases where the material or product specification is subject to modifications because the documentation or samples provided by the customer did not correspond to the actual situation or were incomplete, for example, KORODUR may adjust the prices appropriately according to the costs incurred, even after the contract has been concluded.

3.3 KORODUR's prices are ex works unless expressly agreed otherwise in writing. They do not include freight charges, costs of special packaging, pallets and shrink wrapping, or any other costs, fees and charges arising from the dispatch. Deliveries are packed exclusively on the customer's instructions and at the customer's expense. Upon request, the packaging material is to be returned immediately with carriage and charges paid by the sender.

4. Deliveries

4.1 With regard to the scope of the delivery and service, the written confirmation of the order alone is decisive. (Minor) technical changes or improvements are permitted until the time the goods are dispatched. In particular, technical changes are permitted if they could not have been anticipated at the time the contract was concluded and have a positive effect on the provision of the agreed scope of services.

4.2 In the case of call-off orders, KORODUR needs to have received the customer's notice to delivery by at least 10 days prior to the requested delivery date.

4.3 In the case of deliveries free building site or free warehouse, the delivery will only be made on condition that there is an access route suitable for road lorries. Unloading is the customer's responsibility and must be carried out properly and immediately as soon as the delivery arrives. The customer is to reimburse KORODUR for costs incurred as a result of waiting times.

4.4 Any delays in delivery caused by the customer's failure to provide certificates/approvals or technical commitments relating to the product (in good time), force majeure, strikes, unforeseeable operational disruptions, restrictions in the supply of raw materials, other materials and energy necessary for the production of the sales item, lack of cargo space and other circumstances beyond KORODUR's control shall release KORODUR from the obligation to deliver for the duration of such circumstances and justify a reasonable change of the delivery dates. In such cases, the customer is entitled to refuse to accept the delayed deliveries after a reasonable grace period has expired. Beyond that, the customer shall have no claims against KORODUR in the cases mentioned.

4.5 KORODUR is entitled to meet its contractual obligations by means of partial deliveries.

4.6 If KORODUR is in default and the customer suffers a loss as a result, the customer shall be entitled to claim lump-sum compensation for the delay. This shall amount to 0.5% for each full week of delay, but in its totality shall not exceed 5% of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay. If KORODUR is in default and the customer grants KORODUR a reasonable deadline to fulfil its obligations, taking the statutory exceptions into account, and if this deadline is not met, the customer shall be entitled to withdraw from the contract in accordance with the statutory provisions. Claims for damages to which the customer is entitled as a result of a delay in delivery as well as claims for damages in lieu of performance which exceed the limits

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specified here are excluded in all cases of delayed delivery, even after the expiry of any delivery deadline that KORODUR may have set, subject to the restrictions set out in clauses 9 and 10.

5. Place of performance, passing of risk, dispatch

5.1 For all performance provided by KORODUR, the place of performance is KORODUR's registered office.

5.2 The risk of accidental loss or accidental deterioration of the sales item shall pass to the customer upon handover to the customer or the carrier. This shall apply even if KORODUR arranges the transport on the customer's behalf or carries out the transport itself.

5.3 The risk shall also pass to the customer if the agreed delivery date has expired due to the fault of the customer or if the product is not collected within seven days after receipt of the notice that the product is ready for dispatch.

5.4 In the event that the customer has not given any particular instructions, KORODUR may choose the forwarding agent and/or carrier as well as the means of transport.

5.5 It is the customer's responsibility to take out transport insurance or other insurance. Regardless of this, the customer must report any transport damage immediately upon delivery in writing and notify the carrier at the time of delivery. Claims cannot be made for breakage and loss in transit that is customary in the trade.

6. Terms of payment

6.1 Invoices are payable without deduction on the dates agreed in the contract or no later than within 30 days of the due date and receipt of the invoice, an equivalent statement of account or receipt of the delivery or services. Once these 30 days have elapsed, the debt will automatically be in arrears.

6.2 If the customer fails to settle an invoice in time, all of KORODUR's outstanding claims will become due immediately, irrespective of the payment dates agreed. In addition, KORODUR is entitled to suspend any outstanding deliveries until all outstanding invoices have been settled and to require payment in advance for such deliveries.

6.3 The customer may not set-off counter-claims, unless such counter-claims are due and undisputed or have been determined by a final court decision. The same applies to the exercise of rights of retention.

6.4 KORODUR is entitled to allocate payments made by the customer in accordance with its own provisions for allocation, notwithstanding sections 366 and 367 of the German Civil Code (BGB).

7. Retention of title

7.1 All deliveries and services are subject to retention of title. The title does not pass to the customer until the customer has settled all outstanding liabilities arising from its business relationship with KORODUR at the time of payment. In the case of an open account, retention of title shall serve as security for KORODUR's outstanding balance.

7.2 If the goods delivered with retention of title are treated or processed, KORODUR shall be the producer as defined by law (section 950 of the German Civil Code), though without assuming any producer liabilities, however. KORODUR is entitled to proportionate co-ownership of the new item in the ratio of the value of the goods supplied by KORODUR to the value of the other processed products at the time of processing.

7.3 In the event that goods supplied subject to retention of title are combined with or mixed into an item belonging to the customer or a third party, KORODUR shall acquire, in the

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customer's place, proportionate co-ownership of the new item in the ratio of the value of the relevant goods supplied by KORODUR to the value of the other goods affected by the combination or mixing. Any claims to which the customer is entitled against a third party in the event of a legal transfer of title to that third party are hereby assigned to KORODUR in advance. KORODUR accepts this assignment.

7.4 The customer is authorised to resell the goods delivered subject to retention of title in the ordinary course of business, provided that it also reserves title to the goods subject to retention of title until its claim arising from the resale has been paid in full. It shall assign to KORODUR, in advance, the principal portion of its claims arising from authorised and unauthorised resale which corresponds to the invoice price (including VAT) of the goods supplied by KORODUR. KORODUR shall be given the names and addresses of the purchasers as well as the amount of the respective claim upon first request. The customer is authorised to collect the claims assigned to KORODUR for as long as it duly meets its payment obligations to KORODUR and KORODUR does not revoke this authorisation on any other justified grounds. KORODUR hereby accepts the advance assignments stipulated in this provision.

7.5 Until the goods supplied subject to retention of title or the new item created through combination, mixing, treatment or processing have been properly utilised, the customer must store them separately from other items. It shall bear all costs and expenses required for their maintenance during this period and shall be liable towards KORODUR for any deterioration. The goods are to be sufficiently insured against damage, loss and destruction to an extent that is economically reasonable. Written proof of this is to be furnished at KORODUR's request. The customer hereby assigns to KORODUR its claims for compensation arising from damage of this kind against insurance companies or other third parties liable for compensation, up to the amount of KORODUR's claim. KORODUR hereby accepts the assignment.

7.6 No pledging or transfer of ownership by way of security is permitted with regard to the goods purchased or the new item created. The customer must notify KORODUR immediately of any attachments or other encroachments on KORODUR's property by third parties and must take appropriate measures to prevent these.

7.7 If the customer acts in breach of contract, especially in the event of late payment, KORODUR shall be entitled to withdraw from the contract and to take back the goods subject to retention of title.

7.8 KORODUR undertakes to release collateral at the customer's request to the extent that the realisable value of such collateral exceeds the claims to be secured by more than 10 per cent; KORODUR shall be entitled to select the collateral to be released.

8. Notification of defects

8.1 The customer shall inspect the goods upon delivery and notify the supplier of any visible defects without delay, but no later than 14 days after receiving the delivery. If the customer does not report a defect in writing within this period, the goods shall be deemed to have been accepted.

8.2 Any defects that are not immediately apparent must be reported in writing as soon as they are discovered, but no later than 14 days after discovery. If the customer does not report the defect discovered in writing within this period, the goods shall be deemed to have been accepted.

8.3 The customer shall enable KORODUR to carry out an appropriate inspection of any defects reported and shall, without the need for a separate request, provide KORODUR with all the

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necessary technical information free of charge, particularly inspection, application and load test records and test reports. If the customer fails to do this, the goods shall be deemed to have been accepted without complaint. If the customer alters the goods supplied by carrying out any work whatsoever that has not previously been approved by KORODUR or carries out repair work without KORODUR's prior consent, the customer shall forfeit its rights to any claim for defects.

9. Liability for material defects

9.1 In the case of material defects, KORODUR shall repair, replace or subsequently perform any parts of the delivery or service that exhibit a material defect within the limitation period and shall do so at its discretion and free of charge provided that that defect already existed at the time of the passing of risk.

9.2 First of all, KORODUR must always be given the opportunity to carry out any rectifications and replacement deliveries which seem to be required; this is agreed between the contracting parties; otherwise, KORODUR shall be exempt from liability and any resulting consequences. The customer shall only have the right to remedy the defect itself or have it remedied by a third party and to claim reimbursement of the necessary expenses from KORODUR in urgent cases, in cases where the operational safety is at risk and in order to prevent damage that is disproportionately serious – in which case KORODUR is to be notified immediately.

9.3 As a general rule, rectification is deemed to have failed after the second unsuccessful attempt. This shall not apply if complex interactions between the goods supplied and the environmental conditions constitute part of the contract in individual cases. In that case, KORODUR is entitled to make further attempts to rectify the defect – at least two further rectifications, however. If the rectification subsequently fails, the customer may withdraw from the contract without prejudice to any other claims for compensation if KORODUR has been set a reasonable deadline for the rectification or replacement delivery but has failed to meet that deadline and no result is yielded.

9.4 If the defect is only minor, the customer is only entitled to a reduction in price. Otherwise, the right to a price reduction is excluded.

9.5 Furthermore, no claims for defects shall arise in the case of damage that occurs after the passing of risk as a result of incorrect or negligent handling, excessive strain, the use of unsuitable operating materials, defective construction work, unsuitable ground for construction, chemical, biochemical or other adverse influences, an unsuitable usage location, lack of stability or as a result of natural and weather-related influences or due to other external influences not provided for in the contract. If the customer or a third party engaged by the customer carries out any unauthorised modifications, rectifications or other repair work, no claims may be made with regard to the resulting consequences. The same applies to any modifications made to the goods supplied without KORODUR's prior consent.

9.6 The customer shall not be entitled to any rights in the event of defects unless KORODUR expressly assumes responsibility for the compatibility of the goods supplied with third-party products; nor shall such rights apply in the event of malfunctions or faults caused by defects of any kind in third-party products not supplied by KORODUR or by their lack of compatibility with the goods supplied.

9.7 Specifications provided in product data sheets and/or technical data sheets for use and processing are based on tests performed by KORODUR based on ideal laboratory conditions and the abovementioned technical regulations. The respective specifications therefore do not

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represent directions for application or a quality agreement in terms of section 434(1) of the German Civil Code, instructions in terms of section 434(2) sentence 2 of the German Civil Code or a warranty for practical use. Because of the varying conditions on different construction sites, firms are required to carry out their own tests and suitability tests before each use. KORODUR shall not be obliged to give any instructions or advice to the customer with respect to the use of the material and the application.

9.8 The customer must specifically inform KORODUR of any characteristics of the goods to be supplied to which it attaches particular importance. For the purposes of these provisions, a defect shall not be deemed to exist under the General Terms and Conditions of Sale and Delivery if the customer has not provided corresponding notification and the characteristics in question are such that they cannot reasonably be expected by the customer given the nature of the sales item.

9.9 KORODUR shall bear the costs incurred as a result of the rectification/replacement delivery including dispatch and reasonable costs of removal and installation. The customer shall have no claim regarding the costs incurred in connection with subsequent performance if such costs rise because the goods delivered have subsequently been moved to a different location from the customer's place of business.

9.10 Any further claims by the customer against KORODUR arising from a material defect are excluded unless otherwise provided for in these General Terms and Conditions.

10. Limitation of liability

10.1 Claims for damages against KORODUR shall be excluded. This does not include claims for damages arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal duties), or liability for other damages based on a deliberate or grossly negligent breach of duty by KORODUR, its legal representatives or vicarious agents. Fundamental contractual obligations are those that must be met in order to achieve the objective of the contract.

10.2 In the case of a breach of essential contractual obligations, the provider is only liable for damage that is foreseeable and typical of the contract if this was caused by simple negligence, unless the customer's claim for damages arises from injury to life, limb or health.

10.3 The limitations of clauses 1 and 2 above shall also apply to the benefit of KORODUR's legal representatives and vicarious agents if claims are directly asserted against them.

10.4 The provisions of the German Product Liability Act (ProdHaftG) shall remain unaffected.

11. Limitation period

Any claims by the customer against KORODUR, particularly those arising from defects, shall be subject to a limitation period of 12 months from the date of delivery; otherwise, the limitation period shall commence on the date of the legal fiction of acceptance (section 640(1) of the German Civil Code), the date of notification that the goods are ready for delivery, the date of notification that the goods are ready for acceptance or the date of the customer's default in acceptance. This shall not apply if the item supplied is an item which, in accordance with its normal use, has been used in a building and has caused the unsoundness of the building or in the case of construction defects pursuant to sections 438(1) sentence 2 and 634a(1) sentence 2 of the German Civil Code or where the defect is attributable to an intentional breach of duty by KORODUR or its legal representatives or vicarious agents.

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12. Applicable law

German law shall apply to all legal relationships between the customer and KORODUR, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.

13. Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising out of or in connection with these General Terms and Conditions of Sale shall be the competent court at KORODUR's registered office. However, KORODUR is also entitled to take legal action at the customer's registered office.

per July 2026