



General Terms and Conditions of Sale and Installation of Schauenburg Maschinen- und Anlagen-Bau GmbH, as of 05/2026

1. Scope of application/choice of law/place of jurisdiction

(1) The following terms and conditions apply to all deliveries and services provided by Schauenburg Maschinen- und Anlagen-Bau GmbH (hereinafter also referred to as "MAB" and/or "us" or "our") in its business dealings with its customers (hereinafter also referred to uniformly as "clients"). The terms and conditions apply only if the client is a company within the meaning of Section 14 of the German Civil Code (BGB). These terms and conditions shall also apply if they are not mentioned in subsequent contracts. They shall also apply if assembly and/or installation services and/or services in connection with commissioning are provided.

(2) These terms and conditions apply exclusively. Any deviating, conflicting or supplementary terms and conditions of the client shall only become part of the contract if MAB has expressly agreed to their validity in writing. These terms and conditions of MAB shall also apply if MAB performs the service for the client without reservation, despite being aware of conflicting or deviating terms and conditions of the client.

(3) Individual agreements made with the client in individual cases (including collateral agreements, supplements and amendments) shall in all cases take precedence over these General Terms and Conditions of Sale and Installation. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

(4) If the client 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 from the contractual relationship is our registered office in Mülheim a.d. Ruhr. The same applies if the client is a businessperson within the meaning of Section 14 of the German Civil Code (BGB). However, we shall also be entitled in all cases to bring legal action at the general place of jurisdiction of the client. Priority legal provisions, in particular those relating to exclusive competences, remain unaffected.

(5) Legally relevant declarations and notifications by the client in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, email, fax). Legal formal requirements and further evidence, particularly in cases of doubt regarding the legitimacy of the declarant, remain unaffected.

(6) All mutual claims and rights arising from or in connection with the concluded contract shall be governed exclusively by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 and the referral provisions of German private international law.

(7) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these General Terms and Conditions of Sale and Installation.

2. Remuneration/payments

(1) Only the prices stated in our order confirmation of these subsequent declarations shall apply. Unless expressly agreed otherwise, our prices are ex works Mülheim an der Ruhr (EXW Incoterms 2020) without loading. Packaging and freight costs, customs duties, fees and public charges for export deliveries are not included in the agreed prices, unless expressly agreed otherwise. Additional or modified services that the client subsequently requests or orders shall be remunerated separately.

(2) MAB reserves the right to adjust our prices appropriately if, after conclusion of the contract, cost reductions or cost increases occur, in particular due to changes in labour costs, e.g. due to collective bargaining agreements, or changes in material prices, which were not foreseeable in terms of calculation, insofar as MAB is not responsible for their occurrence.

Spare parts deliveries and returns of repaired goods, insofar as these are not covered by liability for material defects, shall be made against payment of a reasonable flat-rate shipping and packaging fee in addition to the remuneration for the service provided by us.

(3) All prices are net prices, unless expressly agreed otherwise. Value added tax is only not calculated in cases where the conditions for tax exemption of export deliveries are met. Payments must be made by the client in accordance with the contractual terms of payment, "net only" without deductions, unless cancellations, credits and/or discounts have been expressly granted. Cheques and bills of exchange shall only be accepted on account of performance.

(4) Invoicing may take place no later than three calendar days after notification of readiness for dispatch, even if the client does not collect the goods. The notification of readiness for dispatch at the designated place of performance in accordance with Section 3 (1) of the Terms and Conditions shall be authoritative. Failure to collect the goods does not affect the payment due date.

(5) The client shall only be entitled to offset claims if these are undisputed or have been established by a court of law. The client shall only be entitled to a right of retention on the basis of claims arising from the same contractual relationship and only on the basis of undisputed or legally established claims.

(6) Claims of the client may only be assigned to third parties with our consent. Section 354a of the German Commercial Code (HGB) remains unaffected.





(7) If we are commissioned to perform assembly work at an hourly wage, our travel time shall be remunerated as working time.

3. Delivery/delivery dates/reservation of self-supply

(1) Unless expressly agreed otherwise, delivery shall be made exclusively ex works in accordance with EXW Incoterms 2020 (Weseler Str. 35, Mülheim an der Ruhr), without loading.

Transport packaging and other packaging in accordance with the German Packaging Ordinance will not be taken back with the exception of wooden pallets. The client shall arrange for the disposal of the packaging at their own expense.

(2) Delivery times shall only be binding if expressly agreed in writing on an individual basis. The agreed delivery times shall be deemed to have been met upon completion and notification of readiness for dispatch or, if we have also undertaken to arrange dispatch, upon the goods leaving the factory on time.

Compliance with delivery and service times always requires clarification of all technical issues. This includes, in particular, the timely receipt of all documents to be procured by the client, any necessary approvals and authorisations, as well as compliance with the agreed terms of payment and other obligations of the client. If the aforementioned conditions are not met, the deadlines shall be extended accordingly; this shall not apply if we are responsible for the delay.

(3) If non-compliance with the agreed delivery times is prevented by force majeure or other circumstances beyond our control – in particular natural disasters, war, terrorist attacks, official measures, pandemics or epidemics, import and export restrictions or comparable events, including those affecting our suppliers – the agreed delivery times shall be extended by the duration of the hindrance. This also applies to industrial action affecting us or our suppliers.

(4) If shipment or acceptance of the delivery item is delayed for reasons for which the client is responsible, or if the client culpably violates other obligations to cooperate, MAB shall be entitled to demand compensation for any losses incurred in this respect, including any additional expenses. Without prejudice to further claims, MAB may, after the expiry of a reasonable grace period, dispose of the delivery item elsewhere, in particular store the delivery item at the risk and expense of the client and/or deliver to the client within a reasonably extended period.

(5) We are entitled to make partial deliveries and render partial services, provided that such partial deliveries and partial services are reasonable for the client in the specific case.

(6) If we ourselves are not supplied, even though we have placed matching orders with reliable suppliers, we shall be released from our obligation to perform and may withdraw from the contract. We are obliged to inform the customer immediately of the unavailability of the service and will immediately reimburse any consideration already paid by the customer.

(7) Unless otherwise expressly agreed, any shipment shall be at the risk of the client. The risk shall pass to the client upon handover of the goods to the carrier/shipping agent. If the client defaults on acceptance, we shall be entitled to demand reimbursement of the expenses incurred by us as a result. Furthermore, upon default of acceptance, the risk of accidental loss and accidental deterioration of the goods shall pass to the client.

(8) Contractual penalty provisions of the client in the event of delayed deliveries and services of our goods shall only become part of the contract if expressly agreed in writing.

(9) If the client incurs any losses due to our delay, they shall be entitled to claim compensation for the delay, to the exclusion of further claims. For each week or part thereof of delay, this compensation shall amount to 0.5% of the net remuneration for the delayed delivery of goods and/or services as a whole, but not more than 5% of the net remuneration for the total delivery and/or total service which, as a result of the delay, is not delivered and/or performed by us on time or in accordance with the contract. Any further compensation on our part for damage caused by delay is excluded. This shall not apply in the event of intentional, grossly negligent or fraudulent conduct on our part, in the event of claims arising from injury to life, limb or health, in the event of default, in the event of an agreed fixed delivery date in the legal sense and the assumption of a performance guarantee or a procurement risk in accordance with Section 276 of the German Civil Code (BGB), and in the event of mandatory statutory liability.

4. Retention of title

(1) We retain title to the goods delivered by us until all claims arising from the legal relationship underlying the delivery have been fulfilled in full (reserved goods). Until then, the client is not authorised to pledge the goods or transfer ownership of the goods as security.

(2) The client is obliged to treat the delivery item delivered under retention of title (reserved goods) with care; in particular, they are obliged to insure it adequately at their own expense against theft, breakage, fire, water and other damage at replacement value. MAB is entitled to take out such insurance at the client's expense, unless the client can provide evidence that they have already taken out insurance.

(3) The client is only entitled to process the delivered goods in the ordinary course of business or to combine or mix the goods with other items or to sell them. Ordinary business operations within the meaning of these terms and conditions shall not be deemed to exist if, in the event of sales by the client or other dispositions in favour of third parties, the assignability of its claims to third parties is excluded.





(4) If the reserved goods are combined with other items in such a way that they become an integral part of another item, MAB shall acquire co-ownership of the other item. The manufacture of a new item by combining or processing the goods subject to retention of title shall be carried out in such a way that MAB always acquires a corresponding co-ownership share.

(5) In the event of sale, processing, combination or mixing, the client hereby assigns to us any claims against third parties arising from this, specifically in the amount of the purchase price of the goods subject to retention of title, without the need for a specific agreement in each individual case. We hereby accept the assignment.

(6) In the event of breach of contract by the client, in particular in the event of default in payment, MAB shall be entitled to take back the delivery items after issuing a reminder. This does not constitute a withdrawal from the contract by MAB.

(7) If the value of the securities provided to us exceeds the secured claims by more than 10 per cent in total, we shall be obliged, at the request of the client, to release the excess securities at our reasonable discretion.

5. Installation services

If we are also commissioned to assemble the goods sold, the following additional conditions of this clause 5 shall apply:

(1) Unless otherwise agreed, the client shall provide us with the necessary storage and work areas on the construction site, existing access roads and connecting tracks, and existing connections for water and energy in the required quantity and quality, free of charge, for our use or shared use. The costs of water and electricity consumption shall be borne by the client.

(2) The client shall ensure that general order is maintained on the construction site and shall regulate the cooperation between the various contractors. The client must obtain the necessary public law approvals and permits, e.g. under building law, road traffic law, water law and trade law.

(3) Agreed installation deadlines shall be extended if and to the extent that an impediment is due to circumstances within the client's sphere of risk – such as a lack of cooperation, inadequate site preparation or failure to provide preliminary services – and/or force majeure or other circumstances beyond our control occur. The extension of the deadline shall be calculated according to the duration of the hindrance, with a reasonable surcharge for the resumption of work.

(4) If the focus of the services commissioned from us is on assembly, we may require the client to accept our services. Upon receipt of the request for acceptance, the client must carry out the acceptance within 12 working days, unless another period has been expressly agreed. If we do not require acceptance, our service shall be deemed to have been accepted upon expiry of 12 working days after written notification of the completion of our services.

(5) If a defect is attributable to instructions given by the client regarding the materials or components supplied or specified by them, or to the quality of the preliminary work performed by another contractor, we shall not be liable if we have expressed concerns in this regard prior to performing our services.

6. Restriction within the scope of warranty

(1) We shall be liable in accordance with statutory provisions for any defects in the goods delivered by us within the agreed warranty periods, unless otherwise specified below.

(2) However, claims for defects by the client require that the client inspects the goods delivered by us immediately after delivery and, if a defect is found, notifies us immediately. If the client fails to report a defect, our goods shall be deemed to have been approved, unless the defect was not apparent during the inspection. If such a defect becomes apparent later, notification must be made immediately after its discovery; otherwise, the goods shall be deemed to have been approved even in view of this defect.

(3) Information provided by MAB regarding the properties of the delivery item corresponds to the results of its measurements and calculations and is deemed to be the agreed quality of the delivery item, but not a warranted characteristic or guarantee within the meaning of Section 443 of the German Civil Code.

(4) For essential third-party products, MAB's liability for material defects is limited to the assignment of MAB's claims for material defects against its suppliers. If the fulfilment of the assigned material defect claims fails, the client's claims against MAB for material defects shall be revived.

(5) In order for MAB to carry out all rectification of defects and replacement deliveries deemed necessary, the client must, after consultation with MAB, grant MAB the necessary time and opportunity to do so; otherwise, MAB shall be released from liability for any consequences that arise as a result. Only in urgent cases where operational safety is at risk or to prevent disproportionately large losses, in which case MAB must be notified immediately, shall the client have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from MAB.

(6) In the event of a justified complaint, MAB shall bear the expenses necessary for subsequent performance, provided that this does not place an unreasonable burden on MAB, and, in the case of the sale of a newly manufactured item, shall also reimburse the expenses incurred by the client within the scope of recourse claims in the supply chain to the extent of its legal obligation.

(7) No warranty shall further apply to the extent that the asserted defect or damage results from installation, dismantling, relocation, or commissioning work not carried out by MAB or by a service partner/specialist company expressly authorized in writing by MAB,





or where MAB's installation, operation, maintenance, or other technical instructions have not been complied with during such work.

No warranty shall be assumed in particular in the event of unsuitable or improper use, faulty assembly or commissioning by the client or third parties, faulty or negligent handling, use of unsuitable operating materials, improper maintenance, failure to use original parts and materials, natural wear and tear, as well as in cases of defective construction work in connection with the subject matter of the contract, unsuitable building ground, any failure or insufficient backup of data by the client, failure or insufficient checking of data, for example for computer viruses, etc., by the client, furthermore in cases of unusual influences of any kind (e.g. vibrations from external units or the intrusion of foreign objects) as well as in cases of chemical, electrochemical or electrical influences on the subject matter of the contract, provided that these are not the fault of MAB.

(8) We shall only be liable for any damage caused by a material defect in accordance with section 8 below (Compensation and limitation of liability).

(9) The limitation period for defects in the goods delivered by us that are not installed in a building in accordance with their intended use is twelve months from acceptance by the client, unless there has been an intentional or grossly negligent breach of duty or an injury to life, limb or health based on a defect for which we or our vicarious agents are responsible. This also applies to the limitation period for recourse claims in the supply chain pursuant to Section 445b (1) of the German Civil Code (BGB). The suspension of expiry under Section 445b(2) of the German Civil Code (BGB) remains unaffected. Sections 438(1) No. 2 and 634a(1) No. 2 of the German Civil Code (BGB) remain unaffected.

(10) Parts replaced as part of subsequent performance shall become our property. The client is obliged to transfer ownership back in this respect.

7. Special provisions for rental/return condition

If the subject matter of the contract is rented by the client, the following provisions of this Section 7 shall apply in addition to the above provisions:

- (1) The client is obliged to use the rented item properly, appropriately and exclusively in accordance with MAB's operating and maintenance instructions during the rental period, to maintain it regularly and to treat it with care. The client must take appropriate measures to protect the rented property against loss, theft, damage and other impairments. The client shall be liable for all damage to the rented item resulting from improper use, inadequate maintenance or culpable behaviour. This applies regardless of whether the damage incurred is attributable to a breach for which the client, its employees or other persons employed by it are responsible.
- (2) The client is obliged to insure the rented item for the duration of the rental period at their own expense for at least the replacement value against the usual risks (in particular theft, fire, tap water, vandalism, damage caused by natural hazards) and to provide proof of insurance cover to MAB upon request. The client hereby assigns to MAB its claims under the insurance contract for compensation for damage to the rented property in the amount of the respective damage; MAB accepts the assignment. If the insurer does not pay or if the damage exceeds the insurance benefit, the client's liability remains unaffected.
- (3) The rented property must be returned at the end of the rental period in a condition that corresponds to its contractual use. Normal wear and tear resulting from intended use shall not be taken into account.
- (4) If the rented item shows damage or excessive wear and tear beyond normal wear and tear upon return, MAB shall be entitled to charge the client for the necessary repair costs and any necessary cleaning or reconditioning work. The same applies to missing or damaged accessories.
- (5) If the return is incomplete, delayed or in a condition that prevents immediate re-letting, MAB shall be entitled to charge the client for any resulting losses, including lost rental income.

8. Compensation and limitation of liability

(1) We shall be liable for compensation and reimbursement of futile expenses within the meaning of Section 284 of the German Civil Code (hereinafter referred to as "compensation").

- (i) in the event of intent or gross negligence,
- (ii) in the event of negligent or intentional injury to life, limb or health,
- (iii) due to the assumption of a quality or durability guarantee,
- (iv) in the event of negligent or intentional breach of essential contractual obligations,
- (v) due to mandatory liability under the German Product Liability Act or





(vi) due to any other mandatory liability.

(2) However, compensation for the breach of essential contractual obligations shall be limited to the foreseeable loss typical for this type of contract, unless there is intent or gross negligence or liability for injury to life, limb or health or the assumption of a guarantee of quality.

(3) Any further liability for compensation beyond that provided for in this Section 8 is excluded, regardless of the legal nature of the claim asserted. This applies in particular to claims for compensation arising from culpa in contrahendo, other breaches of duty or tortious claims for compensation for property damage in accordance with Section 823 of the German Civil Code (BGB).

(4) Insofar as our liability for compensation is excluded, this also applies with regard to the personal liability for compensation of our employees, representatives and vicarious agents.

(5) The above provisions and restrictions shall apply mutatis mutandis to claims for reimbursement of expenses by the client.

9. Trade secrets, copyrights, property rights

- (1) The client is obliged to treat all commercial and technical details of the order as a trade secret.
- (2) Drawings, technical descriptions, operating instructions, cost estimates and other documents shall be recognised by the client as trade secrets of MAB and shall remain the property of MAB. They may not be copied, reproduced or otherwise made available to third parties in any form or be the subject of enquiries to third parties without the written consent of MAB.
- (3) Replication based on MAB's design and other documentation, analyses, dismantling or testing (known as reverse engineering) is not permitted. Each party is obliged to check that descriptions, drawings and other documents do not infringe the property rights of third parties before making them available.

10. Ethical standards/code of conduct, export, compliance

(1) We are aware of our social responsibility in all our business activities and are committed to the principles of the United Nations Global Compact initiative (www.unglobalcompact.org) and the ILO Declaration on Fundamental Principles and Rights at Work (www.ilo.org/declaration).

(2) If the goods are not retained by the client and/or are exported, the client undertakes to notify MAB in writing of the destination and the identity of the end customer in good time prior to delivery. In the event that the delivery would violate export control regulations or the client fails to provide this information within seven days of being requested to do so by MAB, MAB shall be entitled to terminate the contract with immediate effect. Compensation claims by the client are excluded in this case.

MAB products may be subject to export restrictions. In the event of export of the products to be delivered by MAB to a country outside the European Union, the client shall assure in writing and prior to shipment, installation or assembly that MAB products will only be used in the civilian sector and not in connection with nuclear technology. MAB reserves the right to carry out additional export checks. For this purpose, MAB is entitled to disclose the names and addresses of customers, suppliers and other persons involved in the execution of the contract to third parties for the purpose of security checks. MAB cannot guarantee data security with the third parties contacted.

If customers, suppliers or other persons directly or indirectly involved in the execution of the contract are listed on German, European or US sanctions lists, MAB shall be entitled to withdraw from or terminate the contract. After declaration of withdrawal or termination, all claims for compensation against MAB are excluded.

(3) The client and MAB undertake not to make any payments or give any valuables, either directly or indirectly, to persons or organisations in order to influence their actions or decisions inappropriately and in violation of applicable anti-bribery laws, including the US FCPA and the provisions of the OECD Anti-Bribery Convention. Any breach shall entitle the other party to terminate the contract without notice and without compensation. Each party shall, upon request by the other party, confirm in writing at any time that it is in compliance with this clause.

11. Data protection

We process personal data that we receive from the client within the scope of our business relationship. In addition, we process (to the extent necessary for the provision of our products and services) personal data that we have received from third parties in a reliable manner (e.g. for the administration of the client's data, for the execution of orders, for the fulfilment of contracts or on the basis of consent given by the client). On the other hand, we process personal data that we have obtained from publicly accessible sources (e.g. commercial registers, the press, media, internet) and are permitted to process.

We process the above-mentioned personal data in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act.

Personal data is processed for the purpose of establishing, executing and terminating a contract for the provision of products or services, as well as for the execution of pre-contractual measures for the preparation of quotations, contracts or other requests aimed at concluding a contract, which are carried out at the request of the client.





The purposes of data processing are primarily based on the specific services and products and may include, inter alia, needs analyses, consultations and support. The client can find further details on the purpose of data processing in the respective (including pre-contractual) contractual documents relating to our cooperation.

Insofar as the client has given us consent to process personal data for specific purposes (e.g. transfer of data within the group structure), the lawfulness of this processing is based on their consent. Consent that has been given may be revoked at any time. This also applies to the revocation of declarations of consent that were given to us before the EU General Data Protection Regulation came into force, i.e. before 25 May 2018. A revocation only takes effect for the future. Processing that took place prior to the revocation is not affected. The client may request an overview of the status of the consents granted by the client from us at any time.

We are subject to various legal obligations and statutory requirements and process data for the following purposes, inter alia: identity and age verification, fulfilment of tax control and reporting obligations, and the assessment and management of risks within the company.

In order to safeguard our legitimate interests or those of third parties, further processing of the data provided by the client may be necessary for the following purposes:

- Reviewing and optimising methods for needs analysis and direct customer contact, including segmentation and calculating closing probabilities
- Advertising or market and opinion research, provided that the client has not objected to the use of their data.
- Asserting legal claims, defence in legal disputes, defence against liability claims
- Ensuring IT security and IT operations
- Consulting with and exchanging data with credit agencies to determine creditworthiness and default risks
- Preventing criminal offences
- Video surveillance to enforce property rights and collect evidence in the event of criminal offences
- Measures for building and office security
- Measures to ensure the enforcement of property rights
- Measures for business management and further development of services and products.

Within MAB and its group of companies, those departments that require the client's data in order to fulfil our contractual and legal obligations are granted access to it. Service providers employed by us may also receive data for these purposes, provided that they comply with our written data protection instructions.

With regard to the transfer of data to recipients outside MAB and its group of companies, it should first be noted that we are obliged to maintain confidentiality regarding all information provided by the client of which we become aware. We may only disclose information about the client if required to do so by law, if the client has given their consent and/or if the processors commissioned by us guarantee compliance with the provisions of the EU General Data Protection Regulation and the German Federal Data Protection Act.

Under these conditions, recipients of personal data may include, for example:

- Public authorities and institutions in the event of a legal or official obligation;
- Processors to whom we transfer personal data in order to conduct the business relationship with the client.

Other recipients of data may be those bodies to which the client has given their consent for data transfer.

We process and store the client's personal data for as long as is necessary to fulfil our contractual and legal obligations. If the data is no longer required for the fulfilment of contractual or legal obligations, it will be erased regularly, unless its (temporary) further processing is necessary for the following purposes:

- Compliance with commercial and tax law retention periods in accordance with Section 257 of the German Commercial Code (HGB) and the German Fiscal Code, with the specified retention and documentation periods of two to ten years.
- Preservation of evidence within the framework of the statute of limitations. According to Sections 195 et seq. of the German Civil Code (BGB), these limitation periods can be up to 30 years, with the standard limitation period being three years.

