

TERMS AND CONDITIONS OF SALE AND DELIVERY OF BIESTERFELD INTEROWA GMBH & CO KG

(as of October 2025)

Thank you for your order which we will fulfil with the diligence of a prudent businessman. The following terms of delivery which also apply to future transactions serve the purpose of ensuring a clear and binding basis for the processing of the various business transactions with our customers, both for them and for us.

For customers qualifying as consumers under the provisions of the Consumer Protection Act the following terms and conditions shall only apply wherever they do not conflict with mandatory provisions of the said Act.

1. Binding nature

All our offers, sales and deliveries are made on the basis of the following terms and conditions of sale and delivery which are deemed to have been approved in full by the buyer upon placement of the order or conclusion of the purchase and are therefore binding for both the buyer and for us. Any terms and conditions of purchase of our buyers, even if we do not expressly object to them, shall not apply to transactions concluded with us. Should individual parts of these Terms and Conditions of Sale and Delivery be invalid for any reason, the validity of the remaining provisions of these Terms and Conditions shall not be affected. Collateral agreements, additions or amendments to the order or purchase or our terms and conditions require express written confirmation by Biesterfeld Interowa GmbH & Co KG in order to be valid. In particular, the acceptance of the delivered goods or a partial delivery, as well as the payment or partial payment, signify the acceptance of the terms and conditions of sale of Biesterfeld Interowa GmbH & Co KG by the buyer.

2. Fulfilment and transfer of risk

Unless agreed differently delivery shall be considered completed and the risk shall be considered transferred to the buyer

- for dispatched goods, upon departure of the goods from the dispatch warehouse of Biesterfeld Interowa GmbH & Co KG or the producer, or
- for goods to be collected, upon issuance of the ready-for-pick-up notice by Biesterfeld Interowa GmbH & Co KG specifying that the goods are ready for collection.

3. Prices

Our deliveries are based on the prices quoted in our published price lists, with the express reservation of the right to invoice the prices applicable on the date of delivery of the goods in the event of price changes.

Unless expressly stated otherwise, all prices include customary packaging but exclude VAT. Taxes, fees and customs duties which are introduced after conclusion of the contract and which affect the goods for which the contract was concluded shall be borne by the buyer.

Biesterfeld Interowa GmbH & Co KG is only obliged to take out storage or transport insurance in favour of the buyer if this has been agreed in writing.

4. Invoice

Invoices can be sent both on paper and in electronic form within the meaning of § 11 (2) UStG.

5. Payment

Invoices are payable net upon receipt, unless otherwise confirmed in writing. Failure to meet the payment deadline shall result in default without any further reminder. In the event of default of payment, Biesterfeld Interowa GmbH & Co KG is entitled to demand at least default interest in accordance with § 456 first sentence of the Austrian Commercial Code (Unternehmensgesetzbuch) or a proven higher interest loss as well as EUR 40.00 for each written reminder from the due date.

If Biesterfeld Interowa GmbH & Co KG accepts bills of exchange or comparable documents, acceptance shall be subject to encashment, only this shall be deemed payment. If the redemption date is after the due date of the invoice, Biesterfeld Interowa GmbH & Co KG is entitled to claim interest on arrears in accordance with the above provisions. If the buyer does not pay by the due date or if Biesterfeld Interowa GmbH & Co KG receives information that the financial circumstances of the buyer have deteriorated, Biesterfeld Interowa GmbH & Co KG may, at its discretion, demand payment of all outstanding invoices - whether due or not - and/or cancel all outstanding deliveries and make further deliveries only against advance payment or make them dependent on the provision of appropriate security. Offsetting or retention of payments against any claims is not permitted unless Biesterfeld Interowa GmbH & Co KG has given its express written consent.

6. Delivery times

The delivery times stated by Biesterfeld Interowa GmbH & Co KG are only approximate and are subject to correct and timely delivery to Biesterfeld Interowa GmbH & Co KG. The buyer shall in any case only be entitled to withdraw from the contract due to any delay in delivery after setting a grace period in writing of at least the length of the originally intended delivery period. Biesterfeld Interowa GmbH & Co KG's liability is limited to cases of at least gross negligence by Biesterfeld Interowa GmbH & Co KG.

7. Shipping mode

Biesterfeld Interowa GmbH & Co KG reserves the right to determine the shipping mode and the carrier to the place of delivery, provided that free delivery has been agreed. The buyer shall bear the costs of any other transport arrangements requested by it.

8. Partial deliveries

- If the buyer does not call off a partial delivery notified as agreed as ready for dispatch by Biesterfeld Interowa GmbH & Co KG, Biesterfeld Interowa GmbH & Co KG may, at its discretion, make the partial delivery at any time or arrange for it to be made at a later date or cancel the partial delivery order concerned. No such measure shall affect other partial deliveries.
- If for any reason Biesterfeld Interowa GmbH & Co KG is unable to deliver the total quantity of goods, Biesterfeld Interowa GmbH & Co KG shall be entitled to allocate the quantities of such goods available to it among any or all of the buyers or to effect delivery by instalments on such basis as Biesterfeld Interowa GmbH & Co KG considers reasonable or practicable without being liable for any failure resulting therefrom.

9. Non-fulfilment

Biesterfeld Interowa GmbH & Co KG shall not be liable for non-fulfilment or delay, whether caused directly or indirectly, for example by fire, explosion, accident, flood, labour difficulties or shortage of materials, equipment or supplies, war, epidemics, governmental action, lack of suitable materials, equipment, fuel, power or transportation facilities, supply chain disruptions, severe fluctuations in demand, force majeure or any other event or cause beyond the reasonable control of Biesterfeld Interowa GmbH & Co KG. Biesterfeld Interowa GmbH & Co KG may cancel or delay the delivery of quantities affected by such circumstances.

For technical production reasons, the quantity delivered by Biesterfeld Interowa GmbH & Co KG may deviate from the quantity ordered by up to 10 %. The buyer accepts the quantity actually delivered as fulfilment.

10. Empties

Delivered but unsold empties or containers remain the property of Biesterfeld Interowa GmbH & Co KG. The buyer shall return such empties in good condition and in accordance with the instructions by Biesterfeld Interowa GmbH & Co KG carriage paid to the specified location within the specified period. Any deposit made by the buyer for such empties shall be forfeited if the goods are not returned in due form within the specified period. If no deposit was made, the buyer shall reimburse Biesterfeld Interowa GmbH & Co KG for the value of any damaged empties or empties not returned within the request period as stated on the invoice. Biesterfeld Interowa GmbH & Co KG shall make the final decision on the acceptance or rejection of damaged, returned empties.

11. Quality standards

Biesterfeld Interowa GmbH & Co KG assumes no warranty beyond that expressly set forth in writing, except that the material sold hereunder conforms to the standards of the respective producer. The buyer assumes all risks and liability for the results of the use of the material supplied, whether the material is used alone or in conjunction with other products.

If the goods have been processed by any company other than Biesterfeld Interowa GmbH & Co KG, the liability of Biesterfeld Interowa GmbH & Co KG shall be limited to the goods in their unprocessed state.

12. Warranty

- A prerequisite for any warranty claim is compliance with the buyer's immediate obligation to inspect the goods and to immediately notify Biesterfeld Interowa GmbH & Co KG of any defects by registered post.
- Any warranty by Biesterfeld Interowa GmbH & Co KG shall be limited to the scope of the warranty obligation of the supplier of Biesterfeld Interowa GmbH & Co KG, to which Biesterfeld Interowa GmbH & Co KG will forward any buyer complaints. The warranty period is in any case limited to 6 months from fulfilment (above 2).
- In addition, any warranty claim against Biesterfeld Interowa GmbH & Co KG expires if the buyer of the goods disregards the instructions for use, utilisation, maintenance, storage, etc., remedies defects that have occurred itself or has them remedied or modifies or processes the delivered goods.
- The rectification of defects shall not lead to an extension of the original warranty obligation.
- The buyer waives all other claims, however described, against Biesterfeld Interowa GmbH & Co KG, in particular for any consequential damage, unless there are indispensable claims under the Product Liability Act.

13. Patents

Biesterfeld Interowa GmbH & Co KG warrants that the delivered goods do not infringe any patent rights in the country of the goods' origin; no further warranty is assumed.

14. Assignment to third parties

Claims arising from orders must not be assigned, pledged or transferred to a third party, either in whole or in part, without the written consent of Biesterfeld Interowa GmbH & Co KG.

15. Technical customer service

Upon request, Biesterfeld Interowa GmbH & Co KG shall endeavour to provide technical assistance and advice regarding the use of the goods by the buyer within the scope of its possibilities; however, such assistance and advice shall be provided free of charge and Biesterfeld Interowa GmbH & Co KG shall not assume any liability for this or for the results obtained therefrom. Rather, any technical assistance and advice is provided at the sole risk of the buyer.

16. Communication, data protection

The Buyer agrees in advance to the sending of communications of all kinds from the Contractor by e-mail. Consent to mailings within the meaning of § 174 TKG can be revoked at any time.

Any data processing by Biesterfeld Interowa GmbH & Co KG is based on the statutory provisions, in particular the Data Protection Act and the General Data Protection Regulation. Further details can be found in Biesterfeld Interowa GmbH & Co KG's privacy policy available for inspection, which can be viewed and downloaded on www.interowa.com on the Contact website.

Personal data will only be stored for business relationship purposes and utilized in accordance with the statutory provisions (DSG and DSGVO). The buyer agrees that Biesterfeld Interowa GmbH & Co KG may assign purchase price claims against it in the course of refinancing measures and may in this context pass on personal data to third parties.

17. Retention of title

- Biesterfeld Interowa GmbH & Co KG retains title to all delivered goods until all existing claims, including those from other deliveries by Biesterfeld Interowa GmbH & Co KG, against the buyer have been satisfied in full.
- If third parties should seek or establish rights to the reserved property of Biesterfeld Interowa GmbH & Co KG (executions and the like), Biesterfeld Interowa GmbH & Co KG must be informed immediately by the buyer by registered post, stating all details. All costs incurred by Biesterfeld Interowa GmbH & Co KG in connection with the protection of

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its property rights, including extrajudicial costs, must be reimbursed by the buyer without delay.

- c) If the delivered goods are processed by the buyer, Biesterfeld Interowa GmbH & Co KG becomes co-owner of the product. If the delivered goods or products are sold, the claim against the third-party buyer is deemed assigned to Biesterfeld Interowa GmbH & Co KG until all of its claims are covered. Biesterfeld Interowa GmbH & Co KG may also request disclosure of the assignment to the third-party buyer in this respect.
- d) If Biesterfeld Interowa GmbH & Co KG cancels the contract due to the existing retention of title and takes back the goods, Biesterfeld Interowa GmbH & Co KG shall be entitled to 20% of the value of the goods delivered at the time as a lump sum compensation for loss of earnings. In addition, the buyer shall be liable for any reduced proceeds resulting from the return of the goods to the supplier of Biesterfeld Interowa GmbH & Co KG or from resale to third party buyers, as well as for the costs of such return or onward transport.

18. Pledging

Goods that have not been paid for in full may neither be pledged nor be transferred or surrendered to third parties nor used as security.

19. Place of fulfilment, place of jurisdiction

- a) The exclusive place of contract and fulfilment is Vienna, even if the goods are to be handed over or delivered to another location.
- b) In the event of disputes, the exclusive jurisdiction of the Commercial Court of Vienna is agreed. However, we are also entitled to sue buyers domiciled abroad at the competent foreign court.
- c) All business relations between Biesterfeld Interowa GmbH & Co KG and the buyer shall be governed exclusively by Austrian substantive law. Any application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.
- d) For the purposes of interpretation, the German version of these Terms and Conditions of Sale and Delivery shall be decisive.

20. No-Russia-Clause, No-Belarus-Clause

The Buyer expressly undertakes not to export the delivered goods to Russia or Belarus or for use in Russia or Belarus, resell them or make them available in any other way in Russia or Belarus or for use in Russia or Belarus. Such behaviour is hereby expressly prohibited by Biesterfeld Interowa GmbH & Co KG. The buyer shall oblige his contractual partners accordingly. Should the buyer become aware of any such export or utilisation in Russia or Belarus, the buyer shall inform Biesterfeld Interowa GmbH & Co immediately. Should the buyer violate this clause, Biesterfeld Interowa GmbH & Co KG is entitled to terminate the contract with immediate effect for good cause. Further claims for damages remain unaffected. Due to the Russia Embargo Regulation (Regulation (EU) No. 833/2014) and the Belarus Embargo Regulation (Regulation (EC) No. 765/2006), Biesterfeld Interowa GmbH & Co KG GmbH & Co KG is legally obliged to agree a "no-Russia clause" or "no-Belarus clause" in the cases specified by export control legislation.