

**General Terms and Conditions**  
**for all business relations including the purchase of products, device manufacturing / assembly**  
**of modules as contract manufacturing as well as repair and maintenance services**  
**WALO - TL GmbH, Viktor-Frankl-Str. 12, D-86916 Kaufering, Germany**

**Status: May 2026**

**A. General Provisions**

**§ 1 General**

1. These General Terms and Conditions (GTC) apply to contracts for
  - the purchase of products of WALO - TL GmbH,
  - device manufacturing and assembly of modules within the scope of contract manufacturing / extended workbench, and
  - repair and maintenance services provided by WALO - TL GmbH(hereinafter “WALO”). They are incorporated into the contract when the contract is concluded by corresponding reference in the offer or order confirmation and by providing the customer with a reasonable opportunity to take note of them. For similar future contracts, these GTC are deemed agreed as a framework agreement without WALO being required to refer to them again in each individual case.

Unless WALO expressly agrees in writing to deviating terms and conditions, only these GTC shall apply; any terms and conditions of the customer that conflict with or deviate from these GTC shall not apply, even if WALO does not expressly object to them in the individual case. Any changes, deviations, deletions, modifications, additions or supplements to these GTC are only valid if they are approved in writing by an authorised representative of WALO. Additional conditions printed on exchanged contractual documents and papers serve administrative purposes only (e.g. designation of type and quantity of goods to be delivered, prices for assortment items, delivery schedules).

2. Within the meaning of these GTC, “customer” shall exclusively mean any natural person, legal entity or partnership with legal capacity acting in the course of its commercial or self-employed professional activity when ordering products, device manufacturing / assembly of modules as contract manufacturing or repair and maintenance services.
3. Technical changes in the sense of technical progress remain reserved. Changes in form, colour and weight remain reserved to the extent reasonable.

**§ 2 Conclusion of Contract**

1. The presentation of goods and services in the respective current advertising media does not constitute a binding contractual offer. By placing an order with WALO, the customer submits a binding offer. WALO is free to decide whether to accept this offer. Acceptance is declared in writing or by e-mail.
2. If WALO does not accept an offer by the customer, WALO will inform the customer of this. WALO may additionally submit a counter-offer to the customer, which the customer may freely accept or reject.
3. The conclusion of the contract is subject to the correct and timely delivery to WALO on customary industry terms by WALO's suppliers; this reservation applies only if WALO is not responsible for the non-delivery, in particular if WALO has concluded a congruent covering transaction with the supplier and is not responsible for any incorrect or non-delivery. § 2 no. 4 sentence 2 shall apply accordingly.
4. The conclusion of the contract is further subject to the condition that the customer obtains all permits possibly required for export and import and informs WALO thereof. If one or more such permits are refused or if, after conclusion of the contract, it becomes apparent that the transaction or its execution (delivery via the agreed route) violates statutory provisions of Germany, the customer's country or transit countries, WALO may withdraw from the contract without being liable for any resulting damages. If WALO has already received the customer's consideration, WALO will reimburse it to the customer without undue delay in this case.
5. If it becomes apparent that ordered goods or services are not available, WALO reserves the right to withdraw from the contract. WALO will inform the customer without undue delay of the non-availability and will refund any consideration already provided by the customer.

**§ 3 Prices**

1. The prices offered are exclusive of the statutory value-added tax applicable at the time of delivery/performance. If the tax rate changes between the conclusion of the contract and invoicing, WALO reserves the right to subsequently charge or refund any value-added tax amount that has been under- or over-charged, unless the legislator prescribes otherwise.
2. The prices stated in the respective current advertising media refer to the date of publication of the respective advertising medium; price changes after this date remain reserved. For contracts already concluded, a change to the agreed price is excluded.

**§ 4 Delivery**

1. Shipment of the ordered goods shall be made free carrier (FCA) from WALO's warehouse in D-86916 Kaufering, Viktor-Frankl-Str. 12, in accordance with Incoterms® 2020. Partial deliveries remain reserved.

2. Delivery dates are only binding if this has been expressly agreed in writing. Delivery dates are determined by the agreements made between the customer and WALO and are specified by WALO in the written acceptance of the customer's order ("agreed delivery date"). If delivery does not take place on the agreed delivery date, default – subject to the fulfilment of the further statutory requirements – shall only occur when the agreed delivery date has been exceeded by at least four weeks.

In the event of delay in delivery not caused intentionally or by gross negligence, WALO shall be liable for each completed week of delay by paying liquidated damages in the amount of 0.5 % of the delivery value, but not more than a total of 10 % of the delivery value. WALO remains entitled to prove a lesser damage; The customer remains entitled to prove a greater damage.

3. WALO's obligation to deliver is subject to correct and timely self-delivery, unless WALO is responsible for the incorrect or delayed self-delivery. WALO will inform the customer without undue delay of any incorrect or delayed self-delivery and will refund the customer's consideration accordingly.

#### § 5 Warranty (Purchase / device manufacturing and assembly of modules)

1. The customer's warranty rights are subject to the condition that the customer has properly complied with its duties of inspection and notification of defects pursuant to § 377 of the German Commercial Code (HGB). If the customer notices damage to the packaging upon receipt of the items, the customer must have the damage confirmed in writing by the carrier upon acceptance of the items. Without such confirmation, the customer bears the burden of proof for transport damage. The items themselves must be inspected for visible transport damage and for freedom from defects, functionality and completeness without undue delay, i.e. at the latest on the following working day. Any defects discovered must be notified to WALO without undue delay. The notice of defects must be made in writing in each case and must describe the defect precisely. Timely dispatch shall suffice to meet the deadline; the burden of proof for timely dispatch lies with the customer.
2. Warranty claims become time-barred 12 months after delivery of the goods supplied by WALO to the customer. This does not apply in cases of fraudulent intent or for claims arising from injury to life, body or health or in cases of intentional or grossly negligent breach of duty. Prior to any return of goods, the customer must obtain WALO's consent.
3. Warranty for the sale of used goods is excluded. The above exclusion of warranty does not apply in cases of fraudulent intent or for claims arising from injury to life, body or health or in cases of intentional or grossly negligent breach of duty.
4. Should the delivered goods exhibit a defect, despite all due care, which was already present at the time of the passing of risk, WALO will, subject to timely notification of defects, at its discretion either remedy the defect or deliver replacement goods. WALO must always be given the opportunity to effect subsequent performance within a reasonable period. Rights of recourse remain unaffected by the above provision.
5. If subsequent performance fails, the customer may – without prejudice to any claims for damages – withdraw from the contract or reduce the price.
6. Warranty claims do not exist in the event of only insignificant deviation from the agreed quality, only insignificant impairment of usability, natural wear and tear or damage arising after the passing of risk due to improper or negligent handling, excessive strain, unsuitable operating equipment, defective construction work, unsuitable building ground or due to specific external influences which are not assumed under the contract. If improper repair work or modifications are carried out by the customer or third parties, no warranty claims shall exist for these and the resulting consequences either.
7. Claims of the customer for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as such expenses are increased because the goods delivered by WALO have subsequently been taken to a place other than the customer's place of business, unless the transfer corresponds to their intended use.
8. Rights of recourse of the customer against WALO exist only to the extent that the customer has not agreed any provisions with its purchaser that go beyond the statutory mandatory rights concerning defects. For the scope of the customer's rights of recourse against WALO, paragraph 6 shall apply accordingly.

#### § 6 Liability

1. WALO shall be liable – irrespective of the legal ground – for intent and gross negligence in accordance with the statutory provisions.
2. In the event of simple negligence, WALO shall only be liable
  - for damages arising from injury to life, body or health, and
  - for damages arising from the breach of essential contractual obligations (cardinal duties); in this case, WALO's liability shall, however, be limited to the typical, foreseeable damage. Cardinal duties are those obligations which the contract imposes on WALO according to its content and purpose, or the fulfilment of which is essential for the proper performance of the contract and on the compliance with which the customer may regularly rely.
3. Otherwise, WALO's liability for simple negligence is excluded.
4. The above limitations of liability do not apply insofar as WALO is liable without fault under mandatory statutory provisions (e.g. product liability).
5. The customer shall indemnify WALO against all claims for damages, penalties, costs and expenses asserted by third parties against WALO as a result of work carried out by WALO in accordance with the customer's specifications or

samples, if such work results in or may result in an infringement of copyrights, patents, trade secrets, registered designs or comparable rights of third parties.

#### § 7 Payment

1. As a rule, WALO delivers against invoice, subject to the provisions in the following sentence. WALO reserves the right to process orders against partial prepayment or full prepayment.
2. Invoices issued by WALO are due and payable without deduction within 14 days from the invoice date.
3. If the customer is in default of payment, WALO is entitled to charge default interest in the amount of 9 percentage points above the applicable statutory base interest rate. In addition, in the case of claims for payment of a fee, WALO may charge a flat-rate fee of EUR 40; this fee shall be credited against any damages for delay owed. WALO reserves the right to prove and assert higher damages caused by delay; the customer remains entitled to prove a lesser damage.
4. WALO is entitled to make its performance dependent on advance payment of the invoice amount or on settlement of outstanding invoice amounts, irrespective of any originally agreed payment term.
5. The customer may only exercise a right of retention on the basis of counterclaims arising from the same contractual relationship that are undisputed or have been finally adjudicated. The customer shall only be entitled to set off counterclaims that are undisputed or have been finally adjudicated.

#### § 8 Retention of Title

1. WALO retains title to the goods delivered and the parts installed, also within the scope of service contracts, until all payments arising from the business relationship with the customer have been received. Title to the delivered goods shall not pass to the customer until full payment has been received.
2. The customer is entitled to resell, process or install the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall additionally apply:
  - Processing or transformation of the goods subject to retention of title is always carried out for WALO. If the goods subject to retention of title are processed together with other items that do not belong to WALO, WALO acquires co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title to the other processed items at the time of processing.
  - If the goods subject to retention of title are inseparably mixed or combined with other items that do not belong to WALO, WALO acquires co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title to the other mixed or combined items at the time of mixing or combination. If the customer's item is to be regarded as the main item, the customer transfers co-ownership to WALO on a pro rata basis.
  - The customer hereby assigns to WALO, by way of security, all claims arising from the resale of the goods subject to retention of title or of the products resulting from their processing, combination or mixing, in the amount of the invoice value of the goods subject to retention of title (plus VAT). WALO hereby accepts this assignment. If there is a current account relationship between the customer and its purchaser, the advance assignment shall also extend to the recognised balance and, in the event of the purchaser's insolvency, to the then existing "causal" balance. The customer remains authorised to collect these claims in its own name and on its own account as long as WALO does not revoke this authorisation.
3. If the customer fails to pay for goods when due, WALO shall be entitled, after granting a reasonable grace period, to repossess the goods at the customer's expense.
4. The customer is obliged to inform WALO without undue delay of any change of its registered office as long as claims in respect of delivered goods are still outstanding.

#### **B. Special Provisions for Repair and Maintenance Services**

##### § 9 Placement of Orders, Order Processing

1. The customer shall hand over or send the items on which repair and maintenance services are to be carried out by WALO, together with a completed order form or repair form.
2. The customer shall hand over or send the items on which repair and maintenance services are to be carried out by WALO to WALO at the customer's own expense and risk. The items must be properly and safely packed for transport.
3. Before any repair, a cost estimate is prepared. If the customer does not place the repair order, the costs for preparing the cost estimate will be charged.
4. If the order is cancelled before the order processing has been carried out, WALO will charge a flat-rate amount of 75 % of the net fee. If the customer proves lower expenses on the part of WALO or WALO proves higher expenses to the customer, compensation for expenses shall be determined in accordance with the proven lower or higher expenses.
5. After completion of the repair and maintenance services, the items will be returned to the destination specified in the order confirmation.
6. The risk of loss, destruction or deterioration of the items passes to the customer upon delivery of the items to the person entrusted with carrying out the shipment/return transport (carrier).

7. The place of performance is WALO's place of business.

#### § 10 Prices for Maintenance and Repair

The quoted prices are exclusive of the statutory value-added tax applicable at the time the services are performed. If the tax rate changes between conclusion of the contract and invoicing, WALO reserves the right to subsequently charge or refund any value-added tax amount that has been under- or over-charged, unless the legislator prescribes otherwise.

#### § 11 Warranty for Maintenance and Repair

1. If the customer notices damage to the packaging when receiving the items, the customer must have the damage confirmed in writing by the carrier upon acceptance of the items. Without such confirmation, the customer bears the burden of proof for a transport damage. The items themselves must be inspected for visible transport damage and for freedom from defects, functionality and completeness without undue delay, i.e. at the latest on the following working day. Any defects discovered must be notified to WALO without undue delay. The notice of defects must be made in writing in each case and must describe the defect precisely. If the customer fails to carry out timely inspection or notification of defects, the repair and/or maintenance services shall be deemed accepted, unless the defect was not recognisable during inspection. Timely dispatch shall suffice to meet the deadline; the burden of proof for timely dispatch lies with the customer.
2. WALO shall, at its discretion, provide warranty for defects in the repair and maintenance services by remedying the defect or by providing a replacement. The replacement may also consist of the delivery of an item having an equivalent remaining service life (replacement device).
3. If the repair or replacement fails, the customer may, at its discretion, demand a reduction in the fee or rescission of the contract.
4. Defects discovered at a later date must also be notified to WALO without undue delay; otherwise the repair and maintenance services shall also be deemed accepted with regard to such defects. The notice of defects must be made in writing in each case and must describe the defect precisely.
5. Warranty and damages claims become time-barred one year from acceptance of the repair and maintenance services. This does not apply in cases of fraudulent intent or for claims arising from injury to life, body or health or in cases of intentional or grossly negligent breach of duty.
6. If performance of the order is impossible, in particular due to force majeure, strikes, statutory provisions, disruptions in the sphere of responsibility of third parties or comparable reasons, performance of the order will be made up for where possible. If performance is made up for within a reasonable and acceptable period after the disruption has been removed, WALO's claim to remuneration shall remain in force. In the event of substantial delays, the customer will be informed accordingly. If performance of the order cannot be made up for within a reasonable period, both parties to the contract have the right to withdraw from the contract. This right of withdrawal must be exercised by written declaration. Any remuneration already paid will be refunded in such case.

### C. Final Provisions

#### § 12 Final Provisions

1. The exclusive place of jurisdiction for all present and future claims arising from the business relationship with the customer, including claims relating to bills of exchange and cheques, is WALO's place of business. The law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Should individual provisions of the contract between the customer and WALO, including these GTC, be or become wholly or partially invalid, or should the contract contain a gap, this shall not affect the validity of the remaining provisions.