

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF THE COMPANY “TRIBOTOOL GMBH”,
KORNKAMP 32, 22926 AHRENSBURG, GERMANY.

PREAMBLE: The business activities of TRIBOTOOL GmbH (hereinafter also referred to as “we”) comprise technical consultancy and support in the field of maritime and coastal shipping as well as industry for the development, manufacture and supply of technical equipment, the brokering thereof and all related transactions, as well as the development, production and sale of chemical products for the lubricant industry and the associated development and manufacture of related production machinery and processes.

Section I: General

§ 1 Scope

1.1 The following terms and conditions apply to all our quotations, sales, deliveries and services and form part of the contract. They apply exclusively to entrepreneurs, legal entities under public law and special funds under public law. They also apply to all future business relationships, even if they are not expressly agreed upon again.

1.2 We hereby expressly reject any deviating or supplementary general terms and conditions of the customer. They shall not apply even if the customer has based their order or other declaration on them and we carry out the delivery or service without reservation in full knowledge of these terms and conditions.

§ 2 Quotations and Orders

2.1 Our quotations are subject to change unless they are designated as binding. A valid contract is therefore only concluded upon our order confirmation or the delivery of the goods or provision of the service.

2.2 Dimensions, weights, illustrations, drawings and other documents forming part of our non-binding offers remain only approximate and we reserve all rights thereto. They may only become binding terms of the contract if we expressly confirm them in writing.

§ 3 Doubtful solvency

If, after the conclusion of the contract, we become aware of circumstances that give rise to doubts as to the customer's ability to pay and jeopardise the fulfilment of our claim for payment, we may make further deliveries conditional upon advance payment for the goods by the customer. We may set the customer a reasonable deadline for advance payment of the goods and withdraw from the contract if the advance payment is not received by us within the deadline; the customer may provide security in the form of a bank guarantee instead of advance payment. Doubts as to the customer's ability to pay are justified, inter alia, if the customer fails to make payments to us or third parties on time.

§ 4 Prices

4.1 Our prices for goods deliveries are quoted "ex warehouse AHRENSBURG", unless otherwise agreed with the customer. Packaging costs are not included in the price.

4.2 Statutory value added tax is not included in our prices and will be shown separately on the invoice at the applicable statutory rate, where applicable. Transactions relating to maritime shipping are exempt from value added tax under the statutory conditions set out in Section 4(2) of the Value Added Tax Act (UStG) in conjunction with Section 8(1) UStG, provided that the conditions are demonstrated in accordance with the statutory requirements.

4.3 If, after conclusion of the contract, individual cost items change for reasons beyond our control and this results in a change to the total costs of contract performance, taking into account all other cost items, we shall be entitled to adjust the price at our reasonable discretion. We shall inform the customer of this without delay and send them a correspondingly amended order confirmation prior to delivery. In this case, the customer may withdraw from their order in respect of the goods for which the price has been increased, provided that the increase amounts to more than 15% of the originally agreed net price. The customer must declare their withdrawal in writing at the latest on the 6th working day following receipt of the amended order confirmation.

§ 5 Force majeure

If performance becomes temporarily impossible or unreasonably difficult for us, in whole or in part, due to force majeure or other exceptional circumstances for which we are not responsible, we shall be released from our performance obligations for the duration of the hindrance and a reasonable restart period. In this case, any agreed delivery or performance period shall be

extended by the duration of the hindrance to performance. If the impediment to performance lasts for more than 9 weeks, both the customer and we shall be entitled to rescind the contract, provided that the contract has not yet been performed. Any right of the customer to rescind the contract without setting a grace period (e.g. due to loss of interest) based on contractual or statutory provisions shall remain unaffected by the above provisions.

§ 6 Payment

6.1 Our invoices are payable within 30 days of the invoice date without any discount.

6.2 If the customer defaults on a payment, we are entitled to charge interest at the statutory rate from the relevant date. We reserve the right to prove that we have suffered greater loss.

6.3 The customer is only entitled to set off counterclaims or to assert rights of retention if the counterclaims have been determined by a non-appealable court decision, have been recognised by us or are undisputed. This restriction does not apply to counterclaims based on defects arising from the same contract as our claim.

§ 7 Liability

7.1 Subject to the provisions below, we shall only be liable if the customer asserts claims for damages based on wilful misconduct or gross negligence on our part or on the part of our vicarious agents, or on a breach of fundamental contractual obligations. Fundamental contractual obligations are those whose fulfilment is necessary to achieve the purpose of the contract and on whose observance the customer regularly relies and is entitled to rely. However, subject to the provision in clause 7.3, claims for damages arising from the breach of essential contractual obligations due to simple negligence are limited to the foreseeable damage typical for this type of contract.

7.2 In the event of any delay in our deliveries or services, provided this is not due to wilful misconduct or gross negligence, claims for damages in addition to performance (damages for delay) shall be limited to 5% of the net price of the delayed deliveries or services. This shall not apply to claims for damages arising from injury to life, limb or health.

7.3 Liability for injury to life, limb or health, liability in the event of fraudulent concealment of a defect or the assumption of a guarantee for the quality of the delivered goods, as well as mandatory liability under the Product Liability Act, remain unaffected.

7.4 The above provisions do not entail any change in the burden of proof to the detriment of the customer.

7.5 Unless expressly provided otherwise above, our liability is excluded.

Section II: Special Provisions for Sales Contracts

The following special provisions apply in addition to sales contracts:

§ 8 Shipping and transfer of risk

8.1 Shipping is at the customer's expense. Unless otherwise agreed, the risk passes to the customer upon loading of the goods onto the transport vehicle. We are not obliged to arrange transport insurance.

8.2 Unless expressly agreed otherwise, we are entitled to make partial deliveries to a reasonable extent, which may be invoiced separately.

§ 9 Warranty

9.1 The customer must inspect the goods received for defects immediately upon receipt. Defects detectable during a reasonable inspection must be reported to us by the customer within 2 weeks of delivery of the subject matter of the contract. The obligation to report hidden defects remains unaffected. All notices of defects must be made in writing.

9.2 We shall not be obliged to provide a warranty if the customer has not fulfilled their obligation to give notice of defects properly and in good time, unless we have fraudulently concealed a defect. Insofar as a defect in the goods exists at the time of transfer of risk and has been reported by the customer in writing in good time, we are obliged to provide subsequent performance, unless we are entitled to refuse subsequent performance under the statutory provisions. Subject to clause 9.3, sentence 3, the customer must grant us a reasonable period of time for subsequent performance for each individual defect.

9.3 We may, at our discretion, remedy the defect by either rectifying it or supplying new goods. During the period of rectification, the customer is not entitled to claim a reduction in the purchase price or to withdraw from the contract. A repair shall be deemed to have failed after the second unsuccessful attempt. If the subsequent performance has failed, or if we have refused subsequent performance altogether, or if it is impossible or unreasonable, the customer may, at their discretion, demand a reduction in the purchase price (abatement) or declare their rescission of contract. Claims for damages shall only exist to the extent specified in § 7.

9.4 In the event of material defects in the delivery of goods which we procure from third parties and pass on to the customer unchanged, we assign our warranty claims against the third party to the customer in the event of a warranty claim. To the extent of the assigned warranty claims, the customer is precluded from asserting claims directly against us until they have unsuccessfully asserted the claims assigned to them against the third party, which may also require legal action. Whilst the warranty claims against the third party are being enforced, the limitation period for warranty claims against us is suspended. If the customer is unsuccessful in enforcing their claims against the third party, they are entitled to assert any warranty claims they may have against us. The aforementioned restriction on subsidiary liability does not apply to the customer's claims for damages arising from intent or negligence or a culpable injury to life, limb or health.

9.5 The limitation period for claims for material defects begins upon delivery of the subject matter of the contract (transfer of risk). The limitation period is one year from delivery. Notwithstanding this, the statutory warranty period applies to claims for damages arising from culpable injury to life, limb or health, or arising from wilful misconduct or gross negligence.

§ 10 Retention of title

10.1 We reserve title to the goods delivered by us until all liabilities arising from the business relationship, including ancillary claims, have been paid in full.

10.2 The customer must inform us immediately in writing of any legal or actual access by third parties to the goods subject to retention of title or to the claims assigned in advance, providing us with the documents necessary for intervention. The customer shall reimburse us for all costs and damages arising from a breach of this obligation and from necessary measures to protect against third-party claims, unless the customer proves that they are not responsible for the breach.

10.3 Should the customer default on payment, we shall be entitled, subject to the statutory requirements, to rescind the contract and demand the return of the products delivered under retention of title. The customer shall bear the transport costs incurred in this regard.

Section III: Special provisions for contracts for work and services

§ 11 Customer's duty to cooperate

11.1 The customer is obliged to provide all information, documents and data necessary for the proper performance of the agreed services in a complete, accurate and timely manner and free of charge. We are not obliged to check the information provided by the customer for completeness or accuracy.

11.2 Furthermore, the customer is obliged to provide any other necessary cooperation in a timely manner.

11.3 To the extent necessary for the provision of services, the customer shall grant us secure and unrestricted access to the place of performance. The customer shall inform us in good time of any applicable safety regulations.

11.4 If the customer fails to provide or delays the necessary cooperation, agreed deadlines for performance of services shall be extended accordingly. We may charge separately for the

additional costs incurred as a result, in particular waiting times, additional working hours or necessary rework, at the agreed or standard rates of remuneration. Further statutory claims remain unaffected.

§ 12 Warranty for work performed

Where we are liable not only for the proper performance of the services but also for a specific result, the customer shall be entitled to the statutory warranty claims in the event of defects, provided that claims for damages shall only arise within the scope of Section 7.

Section IV: Final Provisions

§ 13 Place of performance

Unless otherwise specified in the contractual agreement, the place of performance for all supplies and services to be provided by us is HAMBURG.

§ 14 Data Protection

We use the customer's data exclusively in compliance with the applicable data protection regulations, in particular the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act. Further details can be found in the privacy policy on our website at tribotool.de.

§ 15 Partial invalidity

The invalidity or unenforceability of individual provisions of these General Terms and Conditions shall not affect the legal validity of the remaining provisions.

§ 16 Jurisdiction and applicable law

16.1 The legal relationship between the customer and us is governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

16.2 In business dealings with merchants, legal entities under public law and special public-law funds, it is additionally agreed, subject to clause 16.3, that the place of jurisdiction shall be

HAMBURG. This agreement on the place of jurisdiction applies exclusively to the buyer. Alternatively, we are entitled to bring legal proceedings against the customer at their general place of jurisdiction. The agreement on the place of jurisdiction also applies to businesses based outside Germany within the European Economic Area or Switzerland.

16.3 If the customer is based outside the European Economic Area and Switzerland, the following agreement shall apply in deviation from clause 16.2:

All disputes arising out of or in connection with the contract or its validity shall be finally settled in accordance with the Rules of Arbitration of the German Institute of Arbitration (DIS), to the exclusion of ordinary legal proceedings. The arbitral tribunal shall consist of a sole arbitrator where the amount in dispute is less than EUR 150,000, or otherwise of three arbitrators. The place of arbitration shall be Hamburg. The language of the proceedings shall be English.

§ 17 Language versions

These General Terms and Conditions have been drawn up in German. Translations are provided for information purposes only. In the event of discrepancies or contradictions between the language versions, the German version shall prevail.

Drawn up by TRIBOTOOL GmbH, Ahrensburg, in May 2026