

AROS HYDRAULIK GMBH

General Terms and Conditions of Business – as of July 2025

I. General

1. The following terms and conditions apply to all deliveries provided and services rendered for:

- a) Persons who are pursuing their commercial or independent professional activity (entrepreneurs) in the case of entering into the contract;
- b) Legal persons under public law or federal special funds.

2. All deliveries and services are based on these terms and conditions as well as separate contractual agreements that may apply. These are an integral part of all contracts that AROS enters into with its contracting parties (hereinafter also referred to as “Buyer”) for the deliveries or services offered by AROS. They also apply to all future deliveries, services or offers for the Buyer, including if they are not separately agreed again.

3. The Buyer’s terms and conditions of business shall not become an integral part of the contract, even upon acceptance of the order, and shall not be recognised unless AROS expressly agrees to the validity of such terms and conditions in writing.

4. In the absence of a separate agreement, a contract shall be brought about upon written confirmation of an order by AROS. Supplementary information and amendments to the agreements that have been entered into, including these General Terms and Conditions of Business, are subject to the written form in order to be deemed valid. Electronic transmission (e.g. e-mail) is sufficient to comply with the written form requirement.

5. AROS reserves the ownership of or copyright to all offers and cost estimates it submits, as well as samples, drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the Buyer. The Buyer may not make these items available to third parties, disclose them, use them itself or via third parties or reproduce them without the express consent of AROS. At AROS’s request, the Buyer shall return such items to AROS in full and destroy any copies made if the Buyer no longer requires them in the ordinary course of business or if negotiations do not result in entering into a contract. This does not apply to the storage of data made available electronically for the purpose of customary data backup.

II. Price and payment

1. In the absence of an agreement to the contrary, these prices apply ex works and exclude packaging, shipping and the applicable statutory value added tax.

2. In the absence of a separate agreement, payment is to be made on account to AROS as follows: 10 days after the invoice date at a 2% trade discount or net after 30 days. A trade discount is not possible as long as the Buyer’s claims resulting from the business relationship are outstanding. This also applies in the case of contract work.

3. The Buyer shall only be entitled to withhold payments or offset counterclaims insofar as its counterclaims are undisputed or have become res judicata.

4. In the event of default in payment, default interest shall be charged at a rate of 9 percentage points above the respective base interest rate. The right to assert further claims for damages remains reserved.

III. Delivery time, delivery delay

1. The delivery time is based on the agreements of the contracting parties and commences once all commercial and technical questions between the parties have been clarified and fulfilling all obligations to collaborate such as obtaining the necessary official certificates or approvals or making a down payment.
2. Compliance with the delivery period is subject to correct and timely delivery by suppliers. AROS shall notify the Buyer as soon as possible of any delays.
3. The delivery period shall be deemed to have been met if the delivery item has left the AROS factory or readiness for dispatch has been stated up until expiry of the delivery period. Insofar as acceptance is required, the date of acceptance shall be authoritative, except in cases of justified refusal of acceptance, or alternatively notification of readiness for acceptance.
4. If dispatch, or acceptance, of the delivery item is delayed for reasons for which the Buyer is responsible, the Buyer shall be charged for the costs incurred as a result of the delay, starting one month following notification of readiness for dispatch or acceptance.
5. If failure to comply with the delivery time is attributable to force majeure, employment disputes or other events beyond the control of AROS, the delivery time shall be extended accordingly. AROS shall notify the Buyer as soon as possible of the start and end of such circumstances.
6. The Buyer may withdraw from the contract without setting a period if AROS is ultimately unable to render the entire service prior to the passing of risk. The Buyer may also withdraw from the contract if, in the case of an order, execution of part of the delivery becomes impossible and it has a legitimate interest in rejecting the partial delivery. If this is not the case, the Buyer is to pay the contract price for the partial delivery. The same applies in the event of inability on the part of AROS to perform. In other respects, Section VII.2 applies. If the impossibility or inability occurs during the delay in acceptance or if the Buyer is solely or predominantly responsible for these circumstances, the Buyer shall continue to undertake to pay a consideration.

IV. Passing of risk, acceptance

1. Risk shall pass to the Buyer when the delivery item has left the factory, including if partial deliveries are made or AROS has assumed other services, e.g. shipping costs or delivery and set-up. Insofar as acceptance is required, this shall be authoritative for the passing of risk. It must be performed without delay on the acceptance date, or alternatively following notification by AROS that the goods are ready for acceptance. The Buyer may not refuse acceptance in the event of an insignificant defect.
2. If dispatch or acceptance is delayed or fails to occur as a result of circumstances for which AROS is not responsible, risk shall pass to the Buyer on the day of notification of readiness for dispatch or acceptance. AROS undertakes to take out the insurance policies requested by the Buyer at the Buyer's expense.
3. Partial deliveries are permissible insofar as they are reasonable for the Buyer.

V. Reservation of title

1. AROS shall retain unrestricted ownership of all delivery items until payment in full of all current and future claims resulting from the business relationship with the Buyer, including those from contracts entered into at the same time or later. This shall also apply if individual or all claims of AROS have been included in a current account and the balance has been struck and acknowledged. In the event of default in payment or other breach of contract by the Buyer, AROS shall be entitled, following a prior

warning, to withdraw from the contract and demand the immediate return of the delivery item. This does not affect asserting further claims for damages. The Buyer undertakes to notify AROS without delay in writing of any seizures or other interventions by third parties and adopt all measures necessary to safeguard AROS's rights. The filing of an application for the institution of insolvency proceedings against the Buyer's assets shall entitle AROS to withdraw from the contract with immediate effect and demand the immediate return of the delivery item.

2. The Buyer is only authorised to resell the delivery item in the ordinary course of business with the express written consent of AROS. In the event of resale, the Buyer hereby assigns to AROS all claims in full that accrue to the Buyer from the resale against the customer or against third parties.

If the delivery item is resold with other goods, the Buyer's claim against the customer shall be deemed assigned in the amount of the delivery price agreed between AROS and the Buyer.

3. The processing or transformation of reserved goods shall, at all times, apply by the Buyer on behalf of AROS as the manufacturer. The Buyer shall not acquire ownership of the new item. If the reserved item is processed with other items that are not the property of AROS, AROS shall acquire co-ownership of the new item in the proportion of the value of the reserved item to the other processed items at the time of processing.

4. If goods that are the property of AROS are combined with other movable items by the Buyer to form a single item or are inseparably mixed and the other item is to be regarded as the main item, the Buyer shall transfer proportionate co-ownership to AROS insofar as the main item is owned by AROS. The Buyer shall keep the ownership or co-ownership in safe custody on behalf of AROS.

5. In other respects, the regulation that applies to the reserved goods also applies to the item created by processing, converting, combining or mixing.

VI. Warranty claims

AROS shall provide a warranty for material defects and defects in title in respect of the delivery, by way of exclusion of further claims and subject to Section VII, as follows:

Material defects

1. All parts that prove to be faulty as a result of circumstances existing prior to the passing of risk shall be repaired free of charge or replaced with fault-free parts at AROS's discretion. AROS is to be notified without delay in writing of any such defects. Replaced parts shall become the property of AROS.

2. The Buyer shall give AROS the necessary time and opportunity to perform all repairs and replacement deliveries deemed necessary by AROS at its reasonable discretion. Otherwise, AROS shall be released from any liability for the resulting consequences. Only in cases of imminent danger to operational safety or to prevent disproportionately large damage – whereby AROS is to be notified without delay – may the Buyer rectify the defect itself or have it remedied by third parties and demand reimbursement of the necessary expenses.

3. Of the direct costs incurred by the subsequent improvement or replacement delivery, AROS shall bear the cost of the replacement item including shipping, insofar as the complaint proves to be justified. A forwarding company stated by AROS is to be commissioned to reduce costs.

4. The Buyer may withdraw from the contract as part of the statutory provisions if AROS allows a reasonable period set for repair or replacement to lapse in vain, unless the fault is only minor. In such a case, the right to withdraw is excluded and the right to reduce the contract price is limited to this

case. Further claims are excluded, insofar as nothing to the contrary is expressly specified in Section VII.

5. Liability shall not be accepted, in particular, in the following cases: unsuitable or improper use; faulty assembly or commissioning by the Buyer or third parties; natural wear-and-tear; faulty or negligent handling; improper maintenance; unsuitable operating materials; faulty construction work; unsuitable building land; chemical, electrochemical or electrical influences – unless AROS is responsible for these.

6. AROS shall not be liable if the Buyer or a third party makes improper repairs. The same applies to alterations made to the delivery item without the prior consent of AROS.

Defects in title

7. If use of the delivery item infringes upon industrial property rights or copyrights in the country of delivery, AROS shall, at its own expense, either procure the right for the Buyer to continue using the delivery item or modify the delivery item in a manner that is reasonable for the Buyer so that the infringement no longer applies. If this is not possible under economically reasonable conditions or within a reasonable period of time, the Buyer shall be entitled to withdraw from the contract. Under the aforementioned conditions, AROS shall also be entitled to withdraw from the contract. AROS shall indemnify the Buyer exclusively against such claims by third parties that are undisputed or have become res judicata and are based directly on an infringement of property rights by the delivery item in the contractually agreed area of use.

8. The obligations stated in Section VI. 7 are conclusive, subject to Section VII.2 in the event of infringement of property rights or copyright. They shall only apply if

- The Buyer informs AROS without delay in writing of any asserted infringements of property rights or copyrights,
- The Buyer makes available all information necessary to ward off claims and supports AROS to a reasonable extent in warding off the asserted claims or AROS is able to adopt the modification measures in accordance with Section VI. 7,
- AROS reserves all measures in respect of warding off claims, including out-of-court settlements, the legal defect is not based on an instruction by the Buyer, and
- The infringement was not caused by the Buyer altering the delivery item without authorisation or using it in a manner not in accordance with the contract.

VII. Liability

1. If the Buyer is unable to use the delivery item in accordance with the contract because of culpability on the part of AROS as a result of omitted or incorrect execution of suggestions and advice given before or after entering into the contract or due to the breach of other contractual subsidiary obligations – in particular instructions for the operation and maintenance of the delivery item – the provisions of Sections VI and VII.2 shall apply accordingly by way of exclusion of further claims by the Buyer.

2. AROS shall only be liable for damage that has not affected the delivery item itself, regardless of the legal basis,

- a. In the case of intent,
- b. In the event of gross negligence on the part of the owner / the executive bodies or executive employees,
- c. In the event of culpable loss of life, physical injury or detrimental effects on health,

- d. In the event of fraudulent concealment of a defect or assumption of a guarantee for the quality
- e. To the extent of mandatory statutory liability in accordance with the German Product Liability Act.

In the case of a culpable breach of essential contractual obligations, AROS shall also be liable for gross negligence on the part of non-executive employees and for slight negligence. In the latter case, liability shall be limited to the reasonably foreseeable damage that is typical for this type of contract. Further claims are excluded.

VIII. Statute of limitations

All the Buyer's claims – on whichever legal grounds – shall fall under the statute of limitations after 12 months. The statutory periods apply to claims for damages in accordance with Section VII. 2 a - e. They also apply to faults in a structure or delivery items that have been used for a structure in accordance with their normal use and have caused its faulty nature.

IX. Software use

If software is included in the scope of delivery, the Buyer shall be granted a non-exclusive right to use the supplied software, including its documentation. It is surrendered for use in respect of the delivery item for which it is intended. Use of the software on more than one system is prohibited. The Buyer may only reproduce, rework, translate or convert the object code into source code to the extent permitted by law (Sections 69 a et seq. UrhG (German Copyright Act)). The Buyer undertakes not to remove the manufacturer's information – in particular copyright notices – or alter it without the prior express consent of AROS. AROS or the software supplier shall retain all other rights to the software and documentation, including copies. Granting sub-licences is not permitted.

X. Applicable law, place of jurisdiction

1. The law of the Federal Republic of Germany that is authoritative in respect of legal relations between domestic parties applies exclusively to all legal relations between AROS and the Buyer.
2. The competent court for AROS's registered office is deemed the place of jurisdiction. However, AROS is entitled to bring legal action at the competent court for the Buyer's principal place of business.