

General terms and conditions for orders and deliveries of the company FRÜTEC - technical supply GmbH

Preamble

We believe that successful cooperation is founded on mutual respect, fairness, and trust. Below, you will find our General Terms and Conditions (GTCs), which are designed to foster a partnership with our customers and suppliers. Our goal is to collaborate constructively to achieve the best possible results for all parties involved, avoiding disputes and providing optimal support to our customers.

Our company is dedicated to upholding human rights as fundamental and inalienable values that underpin our business activities.

We prioritize the highest quality standards to ensure that we offer products of exceptional quality.

The safety and well-being of our employees is our top priority. To this end, we implement and continually enhance stringent occupational safety measures.

We are committed to fostering a diverse and inclusive working environment to promote equality and inclusiveness.

Environmental protection is a core value for us. We advocate for sustainable practices and integrate environmentally friendly measures into all our business processes.

We actively combat all forms of corruption and are steadfast in our commitment to integrity and ethical behavior.

Transparency is essential to us. We strive to maintain open and honest communication with our customers, suppliers, and employees.

Our customers are at the heart of everything we do. We are dedicated to providing excellent customer service and focusing on their needs.

We take our social and environmental responsibilities seriously, working in an eco-friendly manner while promoting and protecting human rights.

We are committed to maintaining peace and stability and reserve the right to refuse business with any parties involved in conflict.

These principles are the foundation of our business activities and are integral to our General Terms and Conditions, which are crafted to ensure transparent and trusting cooperation.

§1 General

- 1.1 The following terms and conditions apply to all our offers, sales, purchases, deliveries and services and become part of the contract. They shall not apply if our contractual partner is a private individual and is not acting professionally or commercially. These terms will apply to all future business relationships unless explicitly agreed otherwise.
- 1.2 We hereby expressly object to any deviating or supplementary general terms and conditions of our contractual partners, even if they are referenced in purchase orders, invoices, or other forms of communication.
- 1.3 Individual, written (e.g. e-mail, letter, fax) agreements, including supplements, collateral agreements and amendments with our contractual partners shall take precedence over these GTC.
- 1.4 Insofar as legally relevant declarations are made by our business partners in relation to the contract, these must be made in writing (e.g. e-mail, letter, fax). This applies, among other things, to the setting of deadlines, notices of cancellation, notices of defects or reductions.
- 1.5 The rights of our business partners arising from contracts concluded with us are only transferable with our prior consent.

§2 Offers and orders

- 2.1 Our offers are non-binding unless expressly designated as binding in writing. A contract will only be deemed concluded upon our written order confirmation or upon the delivery of goods arranged by us.
- 2.2 Dimensions, weights, illustrations, drawings and other documents that are part of our non-binding offers remain our property and are only approximate only data sheets, technical information and drawings provided by us to our customers shall be checked by our customer and shall be deemed binding once the order has been placed. In all other respects, the systems of our business partners shall only become part of the contract with our express written confirmation. The aforementioned information and documents are confidential and may only be made accessible to third parties with our consent.
- 2.3 Our suppliers must confirm our orders in writing within two working days of receiving our order, using the relevant order number

§3 Doubtful solvency

- 3.1 If, after conclusion of the contract, we become aware of circumstances that give rise to doubts about customer's ability to pay, we may make further deliveries dependent on advance payment of the goods by the customer. We may set the buyer a reasonable deadline for the advance payment of the goods and withdraw from the contract if we do not receive the advance payment on time; the buyer may provide security in the form of a bank guarantee instead of the advance payment. If we have already delivered the goods, the purchase price shall be due immediately without deduction, irrespective of any agreed payment deadlines.
- 3.2 Doubts about customer's ability to pay are justified, among other things, if an application has been made to open insolvency proceedings against his assets or if he does not make payments to us or third parties on time.

§4 Prices

- 4.1 Our prices are "ex works" unless otherwise agreed with the customer. Packaging costs are not included in the price.
- 4.2 Statutory VAT is not included in our prices and will be shown separately on the invoice at the statutory rate applicable on the date of invoicing. If VAT is not initially shown on the invoice, but it is later determined that VAT is payable, the customer must pay the corresponding tax amount plus interest. It is the sole responsibility of the customer to verify whether a VAT payment obligation exists, particularly in the case of international transactions or special tax circumstances. Upon our request, the customer must provide written proof of his VAT exemption (f.e. proof of the delivery to seagoing vessel or third country).
- 4.3 If more than 4 months elapse between the date of conclusion of the contract and the date of delivery, without this being due to a delay in delivery for which we are responsible, and if our valid price list has changed during this time, we may demand the list price valid on the date of delivery instead of the agreed purchase price. We shall send the customer a correspondingly amended order confirmation prior to delivery. In this case, the customer may cancel his order with regard to the goods for which the price has been increased. He must declare his cancellation in writing at the latest on the 3rd working day after receipt of the amended order confirmation. A transmission is only accepted by e-mail.

§5 Delivery time

- 5.1 All stated delivery dates are approximate and non-binding unless expressly designated as binding by us in writing. For non-binding delivery dates, a delivery made within 15 days of the stated delivery time will still be considered on time.
5. If delays from the manufacturer prevent meeting the agreed delivery deadlines, we demand to be informed by our supplier within two working days of becoming aware of this and will also pass this information on to our customers within two working days of becoming aware of this.
- 5.3 If fulfilling the order becomes temporarily impossible or significantly more difficult due to force majeure (such as a pandemic, war, etc.) or other extraordinary circumstances beyond our control, the agreed delivery period shall be extended by the duration of the impediment to performance. This extension also applies to statutory deadlines or any deadlines set by the buyer, including grace periods for delays.
- 5.5 In the event of a delivery delay not caused by intentional misconduct or gross negligence, all claims for damages are excluded.

§6 Shipping

- 6.1 Transport costs shall be borne by the customer. Risk of loss or damage passes to the customer once the goods are loaded for transport, even if we provide carriage-paid delivery or use our own vehicles. We are not obliged to provide transport insurance; however, the customer may request transport insurance at their own expense if needed.
- 6.2 Unless expressly agreed otherwise in writing, we may make partial deliveries where appropriate, which will be invoiced separately.

§7 Payment

- 7.1 Our invoices are to be paid within the specified payment terms from the invoice date without deduction. Invoices shall be addressed to the customer address known to us. Requests by customers to change the billing address will not alter the payment due date.
- 7.2 The customer will be considered in default without a reminder if payment is not made within 5 days after the due date and receipt of the invoice or payment schedule.
- 7.3 If the customer is in arrears with a payment, all outstanding payment obligations from the business relationship shall become immediately due - including those for which bills of exchange have been given. In this case, we shall be entitled to charge interest at the statutory rate from the relevant date. The supplier may claim additional damages if they exceed the statutory interest. Any additional bank charges incurred shall be paid by our customers.
- 7.4 We will accept bills of exchange only if previously agreed upon and if they are discountable at face value without discount. Payments by cheque/bill of exchange will also only be accepted on account of performance. Our claim for the purchase price remains in effect until the bill of exchange is fully honored. Charges for bills of exchange and any discount fees will be billed separately and must be paid immediately. Any additional bank charges incurred will also be borne by the customer.
- 7.5 The customer may only exercise the right to set off claims—regardless of any notices of defects or counterclaims—if these counterclaims are legally established, recognized by the seller, or undisputed. The customer may only exercise a right of retention if the counterclaim is related to the same purchase contract.
- 7.6 The business partners negotiating and concluding contracts with us are each personally obligated and are each personally our invoice debtors.

§8 Warranty/ Liability / Guarantees

- 8.1 The Buyer must inspect the goods immediately upon receipt or upon notification of readiness for dispatch, whichever comes first. The Buyer must inspect completeness, transport damage, obvious defects, quality and their characteristics immediately. Obvious defects must be reported in writing within 5 days of receipt. All other defects must be reported within 7 days of discovery or the inspection of the goods, whichever is later (defect and complaint obligations within the meaning of §§ 377, 381 HGB - German Commercial Code).
- 8.2 We are not obligated to provide a warranty if the Buyer fails to notify us in writing of an obvious defect within the specified period. If there is a defect in the goods for which we are responsible and the Buyer has notified us in writing in good time, we shall be obliged to provide subsequent fulfilment. The Buyer cannot withdraw from the contract or reduce the purchase price while we are providing subsequent fulfilment. We are obliged to provide subsequent fulfilment, which may involve repairing the defect or delivering new goods. The Buyer shall grant us a reasonable period of time for subsequent fulfilment for each individual defect.
- 8.3 Subsequent fulfilment can have carried out at the customer's discretion by remedying the defect or delivering new goods. We are entitled to refuse the type of subsequent fulfilment chosen by the customer if it is only associated with disproportionate costs. While we are providing subsequent fulfilment, the Buyer cannot reduce the purchase price or withdraw from the contract. Subsequent fulfilment shall be deemed to have failed after two unsuccessful attempts to remedy the defect or deliver new goods. If the subsequent fulfilment has failed or if the seller has refused subsequent fulfilment altogether, the buyer may, at his discretion, demand a reduction in the purchase price or declare his withdrawal from the contract.

- 8.4 The customer can only claim damages if subsequent fulfilment has failed, or if we refuse to provide subsequent fulfilment as described in clause 8.3. The customer's right to assert further claims for damages under the following conditions remains unaffected.
- 8.5 We shall be liable without limitation in accordance with the statutory provisions for intentional or grossly negligent breaches of duty and for damages resulting from injury to life, limb or health. Otherwise, we shall only be liable if the breached contractual obligation is recognisably of essential importance for achieving the purpose of the contract, and only to a limited extent up to the amount of the typically foreseeable damage.
- 8.6 The limitations on liability outlined in paragraph 5 also apply to non-contractual claims, including claims based on unauthorized actions, except as required by the Product Liability Act. This limitation of liability also applies to our employees, agents, and representatives.
- 8.7 We shall also be liable for damages caused by simple negligence, insofar as this negligence concerns the breach of such contractual obligations, the fulfilment of which is of particular importance for the achievement of the purpose of the contract (cardinal obligations). Our liability for damages due to simple negligence is limited to those damages that are typically foreseeable and directly related to the contract. We shall not be liable for damages resulting from breaches of non-essential contractual obligations (secondary obligations) caused by simple negligence. The liability limitations outlined in §7 also apply to claims for damages related to simple negligence involving legal representatives, executive employees, and other vicarious agents.
8. We exclude all further liability beyond what is stated, regardless of the type of legal claim, except as required by law. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.
- 8.9 Suppliers provide guarantees according to the manufacturer's terms, which we then pass on to our customers. We then pass on these respective guarantees 1:1 to our customers. The guarantee period starts on the day of delivery or, if the delivery date is not provided, one week after notification of readiness for dispatch. Claims for material defects and defects of title are time-barred one year from the date of delivery, or from the date of acceptance if acceptance was agreed, or from the date of notification of readiness for dispatch if delivery is delayed due to reasons attributable to the customer.
- 8.10 For manufacturers within the EU, we will pass on any claims related to the German Product Liability Act or the EU Product Liability Directive to our customers through us.

§9 Retention of title

- 9.1 We reserve title to the goods (reserved goods) until all payments arising from the purchase contract have been received. Ownership of the delivered goods will transfer to the buyer only once all obligations under the business relationship have been fulfilled, including ancillary claims, claims for damages, and payment of cheques and bills of exchange. In the case of the cheque/bill of exchange procedure, the retention of title in all its forms listed here shall not expire with the payment of the cheque, but only when the bill of exchange is honoured.
- 9.2 The customer must inform us immediately in writing of all access by third parties, in particular of enforcement measures and other impairments of his property. The customer must compensate us for any damages or costs incurred due to the breach of this obligation or in connection with measures taken to prevent third-party access.

9.3 If the customer fails to meet their payment obligations after a reminder, we may request the immediate return of the reserved goods without providing a prior deadline. The customer shall bear the transport costs incurred. The seizure of the reserved goods by us shall always constitute a cancellation of the contract. After retention of the reserved goods, we are authorised to realise them. The realisation proceeds shall be offset against our outstanding claims.

§10 Production and quality assurance

10.1 Our suppliers guarantee that all packaging materials, including wooden packaging and pallets, comply with relevant national and international legal requirements. Our suppliers must ensure that the goods are adequately packed and secured to prevent any damage during transit. Our suppliers must deliver and pack the goods in accordance with the following provisions:
ISO 9001:2015 and all other ISO standards that apply to the respective goods as well as all other recognised and applicable industry standards.

10. The delivered goods must comply with IMO Resolution MEPC 269 (68) and any subsequent amendments. Our Supplier must provide a material and supplier declaration of conformity in line with European Maritime Safety Agency (EMSA) guidelines and the requirements of IMO Resolution MEPC 269 (68) and EU Regulation No. 1257/2013.

10.3 If our customers are obliged to keep an Inventory of Hazardous Materials (IHM, in accordance with the Hong Kong Convention and EU Regulation on Ship Recycling) for ships, our supplier must complete and provide a Material Declaration (MD) and Declaration of Conformity (SDOC) within 7 days of receiving a written request, which must be in a formal, documented format.. Documents other than SDOC/MD will not be accepted according to MEPC269 (68).

10.4 If our customers request and receive the declarations mentioned in 10.3, they shall bear any costs incurred for the preparation of these documents, provided that the manufacturer has informed the customer of such costs in advance. The customer will be responsible for these costs if they are charged by the manufacturer.

§11 Place of fulfilment

11.1 Payments: The place of fulfilment for payments is 22869 Schenefeld, Germany.

11.2 Deliveries of Goods: The place of fulfilment for the delivery of goods is the place of dispatch.

§12 Confidentiality

Both parties, including our business partners and ourselves, agree to treat all confidential information related to the processing of transactions as confidential. This means that neither party will use or disclose this information to any third party without proper authorization. Specifically, our suppliers agree not to contact our customers or affiliated companies directly concerning actual or potential orders and not to use information obtained during the course of our business relationship for any purpose other than that for which it was provided.

§13 Data processing

Our business partners agree that we may process, including storing and transmitting to credit protection organizations, the data received about them in connection with the business relationship. This processing will be done in compliance with the Federal Data Protection Act and will be limited to fulfilling our business purposes, as necessary for the performance of the contract or to protect our

legitimate interests. We will only process or transmit this data if there is no overriding legitimate interest of the business partners that would exclude such processing.

§14 Defence against cybercrime

We and our business partners commit to jointly protecting against cybercrime. All parties ensure that all affiliated companies, business partners, and subcontractors have implemented and continuously maintain appropriate and prudent measures to prevent and mitigate cybersecurity risks.

§15 Jurisdiction and applicable law

15.1 The contractual relationships with our business partners shall be exclusively governed by the law of the Federal Republic of Germany, regardless of whether our business partners are located abroad. The application of the Uniform Law on the International Sale of Goods and the Law on the Conclusion of International Sales Contracts for Movable Goods is excluded.

15.2 Our business partners may not assign any claims arising from contracts with us without our prior written consent.

15.3 If our business partner is a merchant, a legal entity under public law, or a special fund under public law, Hamburg shall be the exclusive place of jurisdiction for all disputes, including those related to bills of exchange and cheques. We also reserve the right to bring claims against the business partner at their general place of jurisdiction.

§16 Compliance with environmental, social and governance (ESG) principles / applicable law / certification

16.1 By engaging in business with us, our business partners commit to adhering to environmental, social, and governance (ESG) principles. This includes, but is not limited to, conducting their operations in an environmentally sustainable manner, promoting positive social impacts, and upholding high standards of corporate governance.

16.2 Our business partners agree to align their practices with the principles of the following standards to the best of their ability:

- a. ISO 9001:2015 Quality Management System: Business partners are expected to implement quality management practices in line with ISO 9001:2015, focusing on high-quality processes, continuous improvement, and customer satisfaction.
- b. ISO 14001:2015 Environmental Management System: Partners should align their operations with the environmental principles of ISO 14001:2015, committing to sustainable practices, pollution prevention, and continuous improvement in environmental performance.
- c. ISO 45001:2018 Occupational Health and Safety Management System: Partners must adopt the occupational health and safety principles outlined in ISO 45001:2018, ensuring a safe working environment, preventing work-related injuries and illnesses, and continuously enhancing health and safety performance.

16.3 By doing business with us, our business partners recognise and agree that the absence of certification does not exempt them from complying with the principles of ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018. Recognition extends to a commitment to implement and maintain practices that reflect the spirit and objectives of these standards to the best of their ability.

16.4 Business partners acknowledge that the absence of formal certification does not exempt them from adhering to the principles of ISO 9001:2015, ISO 14001:2015, and ISO 45001:2018. They commit to

implementing and maintaining practices that align with the intent and objectives of these standards to the best of their ability.

§17 Ethical standards

- 17.1 Both our business partners and we agree not to engage in any actions that would violate applicable business ethics laws.
- 17.2 Our business partners and we shall not directly or indirectly offer, pay, or promise anything of monetary value to any public official in connection with our business relationship. If a business partner receives a request for unauthorized payments from a public official, they must immediately notify us in writing with detailed information, regardless of the country.
- 17.3 Our business partners and we also agree that the respective representatives, subcontractors and employees used will comply with the respective obligations under all applicable laws of business ethics in the execution of the contract.
- 17.4 If one of the parties violates the provisions set out in § 17.1-17.3 within the framework of the existing business relationship, the respective contractual partner may terminate the agreement with immediate effect.
- 17.5 Our business partners and we undertake to comply with the applicable laws on child labour and human rights with regard to the delivery, storage, labelling, packaging and manufacture of products within the framework of the business relationship and in the implementation of the contracts as a whole, including through third parties engaged in each case.
- 17.6 Our business partners and we also assure and undertake that, within the scope of the business relationship and for the duration of the implementation of the existing contracts, no third party engaged by the parties is restricted under any prohibitions of a sanctions law of a state and that neither party has any material risk of violating a sanctions law. If one of the parties realises during the implementation of the contract that such a violation of a sanctions law has occurred or that there is a risk of such a violation, it shall inform the other business partners immediately. Each party agrees to indemnify the other for any costs, damages, losses, or fines resulting from such violations.