

General Terms and Conditions of Purchase

Nölle Profi Brush e.K., Owner: Richard Nölle,
Simonshöfchen 57, 42327 Wuppertal
As of September 2025

§*1* Scope, Form

- (1) The hereby presented General Terms and Conditions of Purchase (GTCP) shall apply to all business relationships with our business partners and suppliers („Seller“). These GTCP only apply, if the Seller is an entrepreneur (Section140f of the German Civil Code (BGB)), a legal entity of public law or a special asset body under public law.
- (2) These GTCP shall apply in particular to contracts regarding the sell and/or delivery of movable goods („goods“), without regard to whether the Seller produces the goods itself or purchases them from a supplier (Sections 433, 650 BGB). Unless otherwise agreed, the GTCP shall apply in the version valid at the time of buyer's order or, in any case, in the version last notified to the Seller in text form as framework agreement for similar future contracts, without us being obliged to refer to them again in each individual case.
- (3) These GTCP shall apply exclusively. Any deviating, conflicting or complementary terms and conditions of the Seller will only become part of the contract, if and to the extent we have expressly agreed to their application in writing. This requirement of consent applies in any case, for example even if the Seller refers to its own terms and conditions within its order confirmation and we don't explicitly object to this.
- (4) Individual agreements (e. g. framework supply agreements, quality assurance agreements) and specifications in our order shall take precedence over these GTCP. Trade terms are in doubt to be interpreted in accordance with the published Incoterms® by the International Chamber of Commerce in Paris (ICC) in the at the time of the contract conclusion applicable version.
- (5) Legally relevant declarations and notifications by the Seller regarding the contract (e. g. setting of deadlines, reminder, withdrawal) shall be submitted in writing. Written Form within these GTCP includes written and text form (e. g. letter, e-mail, telefax). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declaring party remain unaffected.
- (6) References to the application of statutory provisions are for clarification purposes only. Statutory provisions also apply without such references, unless they are directly changed or explicitly excluded in these GTCP.

§*2 Contract conclusion

- (1) Our order shall only be binding once it has been submitted or confirmed in writing. The Seller shall point out obvious errors (e. g. typing and calculation errors) and incomplete information in the order, including order documents for the purpose of correction or completion before acceptance, otherwise the contract shall be deemed not to have been concluded.
- (2) The Seller is obliged to confirm our order within a period of 5 banking days (Düsseldorf) in written form or, in particular carry it out without reservation by shipping the goods (acceptance).
- (3) A delayed acceptance shall be deemed a new offer and requires acceptance by us.

§*3 Delivery time and delay

- (1) The delivery time as stated in our order is binding. The Seller is obliged to inform us immediately in writing, for whatever reason, it is expected that agreed delivery times cannot be met.
- (2) If the Seller fails to perform or does not perform within the agreed delivery period, or if it is in default, our rights, especially of withdrawal and damages, are determined in accordance with the statutory provisions. The provisions in para*3 remain unaffected.
- (3) In case of delay of the Seller, we may – in addition to the further statutory claims - claim a lump-sum compensation for our damage caused by delay in the amount of 0,5 % of the net price per completed calendar week, but in total not more than 5% of the net price of the delayed delivered goods. We reserve the right to prove that higher damages have been incurred. The Seller reserves the right to provide evidence, that no damage or only significantly lower damage has been incurred.

§*4 Performance, delivery, passing of risk, default of acceptance

- (1) The Seller is not entitled to have the performance owed by him provided by third parties (e. g. subcontractor) without our prior written consent. The Seller carries the risk of procurement for his performance, unless otherwise agreed in individual cases (e. g. limitation to stock).
- (2) The delivery is to be made „free of domicile“ within Germany, to the location specified in the order. If the location is not stated in the order and nothing else had been agreed, the delivery is to be made to our registered office in D-42327 Wuppertal, Simonshöfchen 57. The respective destination is also the place of fulfillment for the delivery and any subsequent performance (debt to be performed at creditor's premises).
- (3) A delivery note stating the date (issuing and shipping), content of the delivery (item number and quantity) and our order identification (date and number) shall be attached to the delivery. If the delivery note is missing or not complete, we shall not be responsible for any resulting delays in processing and payment. Separate from the delivery note, a corresponding shipping notice with the same content shall be sent to us.
- (4) The risk of accidental loss and accidental deterioration of the goods shall pass to us with the delivery at the place of performance. If acceptance has been agreed upon, this shall be decisive for the risk of transfer. In all other respects, the statutory provisions on contracts for works and services shall apply accordingly to the acceptance. Delivery or acceptance shall be deemed to have taken place if we are in default of acceptance.
- (5) To the occurrence of our delay in acceptance the statutory provisions shall apply. However, the Seller shall offer his performance to us expressly, even if a specific or determinable calendar time has been agreed for our action or cooperation (e. g. provision of material). If we are in default of acceptance, the Seller may demand compensation for its additional expenses according to the statutory provisions (Section*304 BGB). If the contract relates to a non-fungible item to be manufactured by the Seller (custom-made product), the Seller shall only have additional rights if we are obligated to cooperate and are responsible for the failure of cooperate.

§*5 Prices and payment terms

- (1) The price as stated in the order is binding. All prices include the statutory value added tax (VAT), unless it is stated separately.
- (2) Unless otherwise agreed in individual cases, the price includes all performance and ancillary performance of the Seller as well as all additional costs (e. g. proper packaging, transport costs including any transport and liability insurance).
- (3) The agreed price is due within 30 calendar days of complete delivery and performance (including agreed acceptance if any) and receipt of a proper invoice for payment. If we make payment within 14 calendar days, the Seller shall grant us 3% discount on the net amount of the invoice. In case of bank transfers, the payment shall be deemed to have been made in due time, if our transfer order is received by our bank before the expiry of the payment deadline, we shall not be responsible for delays caused by the banks involved in the payment process.
- (4) We don't owe any interest on overdue payments. The statutory provisions shall apply to late payment.
- (5) We shall be entitled to set-off and retention rights and to the defence of non-performance of the contract to the extent granted by law. In particular, we shall be entitled to withhold due payments as long as we still have claims against the Seller arising from incomplete or defective performance.
- (6) The Seller has a right to offsetting or retention only out of legally established or undisputed counterclaims.

§*6 Confidentiality and retention of title

- (1) Property rights and copyright to illustrations, plans, drawings, calculations, manufacturing instructions, product descriptions and other documents shall remain with us. Such documents are exclusively to be used for the contractual performance and returned to us after contract-completion. These documents are to be kept confidential towards third parties, even after completion of the contract. The obligation to confidentiality shall only expire, if and to the extent the knowledge contained in the provided documents has become generally known. Special confidentiality agreements and statutory provisions regarding protection of secrets shall remain unaffected.
- (2) Above provisions shall apply accordingly to substances and materials (e. g. finished and semi-finished products) as well as to tools, templates, samples and other items we provide to the Seller for production. Such items - provided they are not processed - shall be stored separately at Seller's expense and insured against destruction and loss to an appropriate extent.
- (3) Any processing, mixing or combining (further processing) of items provided by the Seller shall be carried out on our behalf. The same shall apply to the further processing of the delivered goods by us, so that we shall be deemed the manufacturer, and we shall acquire property of the product at latest with further processing in accordance with the statutory provisions.
- (4) The transfer of ownership of the goods to us shall take place unconditionally and regardless of payment of the price. However, if, in individual cases we accept an offer of transfer of ownership from the Seller conditional by payment of the purchase price, the Seller's retention of title shall expire with payment of the delivered goods, at the latest. In the proper course of business, we remain authorized to resell the goods even before payment of the purchase price with advanced assignment of the resulting claims (alternatively application of simple retention of title extended to resale). This excludes all other form of retention of title, in particular the extended retention of title, the forwarded retention of title and to further processing extended retention of title.

§*7 Defect in delivery

- (1) Regarding our rights in the event of material and legal defects of the goods (including incorrect and short delivery as well as faulty instruction) and in cases of other breaches of duty by the Seller, the statutory provisions shall apply and further, exclusively in our favour, the following additions and clarifications.
- (2) In accordance with the statutory provisions, the Seller is liable in particular for ensuring that the goods have the agreed quality at the time of the transfer of risk to us. In any case, the product descriptions that are the subject of the respective contract – in particular through designation or reference in our order – or that have been incorporated into the contract in the same way as these GTCP are deemed to be an agreement on quality. It does not make any difference whether the product description has been made by us, by the Seller or the manufacturer.
- (3) We are not obligated to an inspection of the good or special inquiries about any defects upon conclusion of the contract. In partial deviation from Section 442 (1) sentence 2 BGB, we are entitled to unrestricted claims for

defects even when the defect has been unknown to us by conclusion of the contract as a result of gross negligence.

- (4) The statutory provisions (Sections 377, 381 HGB) for the commercial obligation to inspect and give notice of defect shall apply with the following provisions: Our duty to inspect is limited to defects, which are visible at the time of inspection of incoming goods based on external examination, including delivery documents (e. g. transport damage, incorrect or short delivery) or are visible by the time of quality control with sampling method. If acceptance has been agreed, there is no obligation to inspect. In all other respects the circumstances have to be taken into account to which extent an inspection is feasible in the ordinary course of business. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding of our duty to inspect, our report (notification of defect) shall in any case be deemed to have been made immediately and in good time, if it is sent within 7 banking days (Düsseldorf) of discovery or in the case of obvious defects, of delivery.
- (5) Subsequent performance also includes removal of the defective goods and their reinstallation, provided that the goods were installed in or attached to another good in accordance with their nature and intended use, before the defect became apparent; our statutory claim regarding reimbursement of the corresponding expenses (removal and reinstallation costs) remains unaffected. The necessary expenses for inspection and subsequent performance, in particular transportation, travel, labour and material costs, as well as removal and installation costs, shall be borne by the Seller, even if it turns out that there was in fact no defect. Our liability for compensation of damages in cases of unjustified requests for defect rectification remains unaffected, however, in such cases we are only liable if we recognized or failed to recognize through gross negligence that there was no defect.
- (6) Notwithstanding statutory rights and the provisions in para *4 the following shall apply: If the Seller fails to fulfil its obligation to subsequent performance, either by rectifying the defect (repair) or delivery of goods free from defect (replacement delivery) at our discretion – within a reasonable period set by us, we are allowed to rectify the defect by ourselves and demand compensation from the Seller for the necessary expenses or a corresponding advance payment. If the Seller's subsequent performance has failed or it is unreasonable for us (e. g. because of special urgency, risk to the operational safety or the threat of occurrence of disproportionate damage) there is no need for setting a deadline; we shall inform the Seller about such circumstances immediately, if possible, in advance.
- (7) In all other respects, in the event of material or legal defects we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and reimbursement of expenses in accordance with the statutory provisions.

§*8 Supplier recourse

- (1) We are entitled to our statutory claims for expenses and recourse within the supply chain (supplier recourse according to Sections*478, 445a, 445b and Sections*445c, 327 para. 5, 327u BGB) without restriction in addition to claims for defect. In particular, we are entitled to demand from the Seller exactly the type of subsequent performance (repair or replacement delivery), which we owe to our customer in each individual case. Our statutory right of choice (Section*439 para. 1 BGB) is not restricted by that.
- (2) Before we acknowledge or fulfil a claim for defect (including reimbursement of expenses according to §§*445a para- 1, 439 para 2, 3, 6 i. 2, 475 para 4) raised by our customer, we will notify the Seller with a short description of the facts of the case and request a written statement. If the Seller fails to provide a substantiated statement within a reasonable period of time and no amicable solution is reached, the defect claim actually shall be deemed to be owed to our customer. In this case, the Seller is responsible for providing evidence to the contrary.
- (3) Our claims arising from Supplier recourse shall also apply, if the defective goods have been e.g. installed, attached or connected to another product or in another way processed further either by us, our customer or a third party.

§*9 Manufacturer liability

- (1) If the Seller is responsible for a product damage, it shall indemnify us against any claims by third parties, to the extent that the cause is within their sphere of control and organization and they are liable in external relations.
- (2) In the scope of its indemnification obligation, the Seller has to reimburse expenses according to Sections*683, 670 BGB, arising from or in connection with claims by third parties including recall campaigns carried out by us. We shall inform the Seller – as far as possible and reasonable - regarding the content and scope of recall measures and give him the opportunity to submit comments. Further legal claims remain unaffected.
- (3) The Seller shall take out and maintain product liability insurance with a flat-rate coverage amount of at least EUR 3 million per personal injury/property damage.

§*10 Limitation

- (1) The mutual claims of the contracting parties shall expire by limitation according to the statutory provisions unless otherwise determined in the following.
- (2) Contrary to Section*438 para. 1 no. 3 BGB the general limitation period for claims for defects is 3 years starting from transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-years-limitation-period shall also apply accordingly to claims arising from legal defects, however the statutory limitation period for claims for surrender of property by third parties (Section *438 para. 1 No. 1 BGB) shall remain unaffected, claims arising from legal defects shall not expire, as long as the third party can still assert the right against us, in particular in the absence of a limitation period.
- (3) The limitation periods under the law governing the sale of goods, including the above extension, apply – to the extent permitted by law – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply, unless the application of the limitation periods under the law governing the sale of goods leads to a longer limitation period in individual cases.

§*11 Choice of law and jurisdiction

- (1) These GTCP and the contractual relationship between us and the Seller shall be governed by the law of the Federal Republic of Germany under the exclusion of international uniform law, in particular CISG, and under exclusion of conflict of law rules of private international law.
- (2) If the Seller is merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international – place of jurisdiction for all disputes resulting from this contractual relationship shall be our registered office in Wuppertal. The same shall apply if the Seller is entrepreneur in terms of Section *14 BGB. However, in all cases we are also entitled, to file a lawsuit at the place of performance of the delivery obligation according to these GTCP or overriding individual agreement or at the place of general jurisdiction of the Seller. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.