



Huf Hüsbeck & Fürst GmbH & Co. KG
Terms and Conditions of Sale and Delivery
17.11.2023

1. Validity

- 1.1 The following conditions only apply to companies in terms of § 310 BGB [German Civil Code].
- 1.2 These General Terms and Conditions of Huf Hüsbeck & Fürst GmbH & Co. KG and its affiliated companies pursuant to §§ 15 ff. AktG (German Stock Corporation Act) (individually or collectively also "**Huf**" or "**Huf-Group**") shall apply to all our contracts, deliveries and other services, unless they are amended or excluded with our express written consent. In particular, they shall also apply if we carry out the delivery/service without reservation in the knowledge of deviating terms and conditions of our contractual partner. General terms and conditions of our contractual partner shall only apply if we confirm them in writing.
Even if we refer to a correspondence that contains or refers to terms and conditions of our contractual partner or a third party, this does not constitute an agreement to the validity of those terms and conditions.
- 1.3. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation take precedence over the terms and conditions.
- 1.4. Our conditions also apply to all future contracts, deliveries and services, even if their text is not sent anew to our contractual partners with our offer or order confirmation.

2. Offer and Conclusion

- 2.1. Our offers are subject to confirmation. This shall also apply if we have provided our contractual partner with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve ownership rights and copyrights. Contracts and other agreements only become binding upon our written confirmation or delivery/performance.
- 2.2. Information provided by us on the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximately authoritative, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of materials and / or components with equivalent parts are

permissible insofar as they do not impair the usability for the contractually intended purpose.

- 2.3. All agreements between ourselves and our contractual partners shall be recorded in writing upon conclusion of the contract. Agreements made upon or after conclusion of the contract between our employees or representatives and our contractual partners require our written confirmation to be valid; the authority of our employees and representatives is restricted in this respect.

3. Prices, Price Increases and Payment

- 3.1. Our prices are ex-works plus packaging, freight, duty, export duty, insurance, other duties and statutory sales tax, which we shall additionally calculate in every case at the rate applicable on the day of delivery or performance.
- 3.2. In the case that our purchase price and/or applicable salary or wage tariff change during a contract that shall be fulfilled more than four months after conclusion of the contract due to the conditions of the contract or for reasons caused by our contractual partners, we are entitled to charge an increased price proportional to the increase in the affected purchase price and/or the affected labour costs.
- 3.3. In the event of cost increases of any kind, in particular raw material price increases, Huf is entitled to enter into price negotiations with the contractual partner. Both parties shall conduct these negotiations in good faith. If the parties are unable to agree on new prices within three months of the opening of price negotiations by one party, Huf is entitled to terminate the relevant contract existing between them or the corresponding price agreement as well as all supply contracts concluded thereunder with a notice period of 3 months. Orders already in execution within the scope of binding orders will still be processed after termination.
- 3.4. Unless otherwise agreed, our invoices are to be paid in the invoiced currency within 30 days from the date of invoice net without deduction of any additional charges. If a right to discount is agreed, it exists in any case only if all invoices due at the time of discount are settled at the same time.
- 3.5. Bills of exchange accepted after previous agreement and, in any case, only on account of performance. Discount charges shall be borne by our contractual partners and shall be paid immediately.
- 3.6. After due date, we are entitled to interest at 8% over the respective base interest rate. Other and further claims – in particular due to delays by our contractual partners – remain unaffected.
- 3.7. Our invoices shall count as accepted if our contractual partner does not object in writing within 30 days of receipt of invoice. We shall bring this to our partners' attention with each invoice.
- 3.8. Offsetting counter claims that are disputed by us and not legally asserted is not permitted. The assertion of a withholding right due to claims that do not result from the same

contractual relationship is prohibited if these claims are not accepted by ourselves and are not legally asserted.

- 3.9. Our contractual partner may only withhold payment due to a notice of defects if there can be no doubt about the correctness of the notice of defects, and furthermore only a proportion appropriate to the defects that have occurred.

4. Worsening of the Contractual Partner's Financial Condition

- 4.1. Should one of the following situations occur or should such a situation that was already present at the conclusion of the contract come to our attention after conclusion of contract, we are entitled to demand advance payment to the value of the agreed price from our contractual partner. This applies in the following situations:

Judicial or extrajudicial insolvency or settlement proceedings are opened on our contractual partner's assets, or the opening of such proceedings is refused due to lack of assets, or a written credit report from a bank or credit agency is existent that shows that our contractual partner is unworthy of credit, or a cheque or bills of exchange accepted by ourselves is not honoured or is protested or there are comparable indications that the financial situation of our contractual partner has deteriorated significantly.

- 4.2. Should our contractual partner not comply with our rightful demand for advance payment within an appropriate period of grace set by us, although we have explained to the partner that we shall refuse the acceptance of further performances by the partner, we are then entitled to withdraw from the contract or to demand damages for non-fulfilment, this, however, only with regard to the part of the contract not yet fulfilled by us.

5. Shipping and Transfer of Risk, Insurance

- 5.1. The risk for the accidental destruction or accidental deterioration of the goods transfers, in every case, independent of the place of shipping, to our contractual partners upon shipping of the goods, and also in the exceptional case that freight-free delivery and/or assembly are agreed.
- 5.2. Deliveries shall be made using our choice of rail, post, forwarding agent or our own HGV in appropriate packaging chosen by us. Only at the request of our contractual partner, and at their cost, will we insure the delivery against each insurable risk wished by our contractual partner, in particular against theft and shipping damage. We must be informed without delay of any cases of shipping damage. Furthermore, our contractual partner shall ensure upon delivery that corresponding claims and reservations are registered with the carrier.
- 5.3. If the goods should not be shipped or shipping is delayed due to our contractual partner's wishes or for reasons caused by our contractual partner, the risk for accidental destruction and accidental deterioration transfers to our contractual partner upon our giving notification that the goods are ready to be delivered. In this case, the goods are stored at the risk and cost of our contractual partner.

5.4. To the extent that we are obligated to take back packaging, our contractual partner bears the costs for the return of the used packaging.

6. Delivery and Performance Deadlines and Times, Buying on Call

6.1. Delivery and performance deadlines are only binding if confirmed in writing by us.

6.2. A delivery or performance date agreed only on duration begins at the end of the day on which the agreement of all details of the contract contents was concluded, at the earliest with our acceptance of the order, however not before the adduction of all documents, permissions, acceptances to be furnished by our contractual partner and not before receipt of any down payments to be made by our contractual partner.

6.3. Delivery or performance deadlines or dates are kept if the goods are ready for delivery, or in cases where the goods should not be shipped, our notice that the goods are ready for delivery have been dispatched by us by the date/deadline.

6.4. Deadlines extend and dates are postponed – also within a delay – appropriately in cases of force majeure and unseen and obstacles arising after conclusion of contract for which we are not responsible, insofar as such obstacles have a demonstrable, significant influence on the delivery of the sold objects. For example, operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the failure of suppliers to deliver, to deliver correctly or to deliver on time despite a congruent hedging transaction concluded by us count as actions for which we are not responsible in terms of this paragraph. The above-stated condition applies also if the delaying circumstances arise with our suppliers or their sub-suppliers. As far as thus caused delivery delays last longer than 6 weeks, our contractual partner is entitled to withdraw from the contract under exclusion of any further claims.

6.5. Delivery deadlines and dates are postponed by the period that our contractual partner is behind in their contractual obligations – also from other contracts within a running business relationship – or during which it cannot fulfil the conditions for the start or continuation of work that is to be performed by it, in particular if it has not supplied required documents, plans or other specifications. The burden of proof that it has created necessary conditions and supplied the required documents, plans or specifications lies with our contractual partner.

6.6. Orders on call are only accepted with acceptance periods. If the acceptance period is not exactly specified, it ends 9 months after conclusion of the contract. In this case, the goods are to be accepted in approximately the same monthly quantities. Should acceptance not occur within the agreed period, we are free to deliver ready deliveries without further notice or to store them at the cost and risk of our contractual partner. Furthermore, we are entitled to set our contractual partner a grace period for acceptance connected with the threat that we shall refuse the acceptance in the case that the grace period expires fruitlessly. In the case that the grace period expires fruitlessly,

we are entitled by notice of termination of our delivery obligations to withdraw partly or fully from the contract or, upon refusal of the delivery, to demand damages for non-fulfilment.

- 6.7. Should our contractual partner fail to take an allocation of goods due to it within one month of the expiry of the agreed period for the allocation, and if there is no such agreement, no later than one month after our request to do so, we are entitled to allocate and deliver the goods as we see fit. Furthermore, we are entitled to set our contractual partner a grace period for allocation connected with the threat that we shall refuse the acceptance in the case that the grace period expires fruitlessly. In the case that the grace period expires fruitlessly, we are entitled by notice of termination of our delivery obligations to withdraw partly or fully from the contract or, upon refusal of the delivery, to demand damages for non-fulfilment.
- 6.8. We are entitled to perform part-deliveries and bill them separately.

7. Declaration of Choice of Rights After Setting Grace Period

- 7.1. In all cases in which our contractual partner has set us a grace period due to non-delivery or incorrect delivery and this period has not ended, we are entitled to require from our contractual partner that it declares within an appropriate period whether it shall further assert its right to fulfilment/supplementary fulfilment despite the expiry of the deadline, or whether it shall turn to the other optionally given rights. Should our contractual partner not declare within the set period, its right to fulfilment/supplementary fulfilment is excluded. If our contractual partner declares within the set period that it still requires fulfilment/supplementary fulfilment, it remains at liberty to set a new deadline, and in the case of the fruitless expiry thereof, to make use of other rights.

8. Delay, Exclusion of Liability

- 8.1. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the contractual partner is required.
- Should we find ourselves behind with deliveries or performances or if our liability is excluded in accordance with §275 BGB, we are only liable for damages under the conditions of and within the scope of §12 point 3, however with the following additional provisos:
- 8.2. In the event of our default, our contractual partner shall only be entitled to claim damages instead of performance if it has previously granted us a reasonable grace period for delivery of at least 6 weeks; however, it reserves the right to grant us a reasonable grace period of less than 6 weeks if in the individual case a 6-week grace period for delivery is unreasonable for it. Our contractual partner shall only be entitled to claim damages for non-performance in the event of intent or gross negligence; in the event of slight negligence, its claim for damages shall be limited to a maximum of 15% of the

partial purchase price corresponding to the part of the delivery item in respect of which the contract is no longer being performed.

- 8.3. If we are liable due to inability to deliver/performance or impossibility of delivery/performance and it is a matter of slight negligence, our liability is restricted to the scope described in point 2.
- 8.4. A contractual partner's right to withdraw from the contract or to damages is fundamentally restricted to the not yet fulfilled part of the contract, unless our contractual partner reasonably has no further interest in the fulfilled part of the contract.
- 8.5. Claims for damages against us due to delay or exclusion of the duty to perform in accordance with §275 BGB become time-barred one year after the start of the statute of limitation.
- 8.6. The above conditions do not apply concerning injury to life, the body, health or the freedom of our contractual partner or the damages are based upon a deliberate or grossly negligent breach of duty by us, one of our legal representatives or auxiliary persons. Furthermore, they do not apply in the case of a delay if a forward deal has been agreed.

9. Acceptance Delay by our Contractual Partner

- 9.1. Should our contractual partner suffer delays with the acceptance of our performances in total or in part, we are entitled, after the fruitless expiry of a reasonable grace period set by us, with the threat that we shall refuse our services in the case of a deadline expiry, to either withdraw from the contract or to demand damages instead of the performance; this however only with regard to the part of the contract not yet fulfilled by us. We have no right to claim for damages if our contractual partner is in no way at fault for the delay in acceptance. Our statutory rights remain unaffected in the case of a delay in acceptance by our contractual partner.
- 9.2. The contractual partner shall reimburse our storage costs, warehouse rent and insurance costs for goods due for collection but not collected. We have no obligation to insure stored goods.
- 9.3. If delivery is delayed at the wish of our contractual partner, or it finds itself behind on acceptance, we may bill storage charges at a level usual for storage at a specialist firm in this area from one month after sending notification of availability for delivery, whereby we reserve the right to claim actual, higher costs.

10. Cancellation of Orders, Withdrawal of Goods, Damages instead of Performance, Termination

- 10.1. If we declare ourselves agreed with the cancellation of a placed order at the wish of our contractual partner, or we withdraw goods supplied by us for reasons for which we are not responsible while releasing our contractual partner from its obligation to accept and pay, or we have the right to damages instead of performance, we can demand

20% of the contractual part price that corresponds to the affected part of the delivery as compensation without proof, whereby our contractual partner retains the right to demonstrate that no or only slight loss was caused. Our right to claim actual, higher damage remains unaffected.

10.2. Except as expressly provided in this Term and Conditions, Huf is entitled to terminate supply contracts or parts thereof at any time and without giving reasons by giving six 6 months' written notice.

10.3. The right of termination for extraordinary cause remains unaffected.

A good cause is, in particular, filing of an insolvency petition or refusal to commence insolvency proceedings for lack of the insolvent's estate.

10.4. A good cause for termination by Huf is, furthermore, if

- the contractual partner repeatedly fails to meet his payment obligation despite a reminder;
- there is a material change in the ownership structure or shares in the contractual partner's company due to which Huf cannot reasonably be expected to continue the contractual relationship.

10.5. The termination requires written form. It can be sent by email or fax.

11. Increased and Decreased Output

11.1. In the case of technically required necessity, we reserve the right to supply the ordered goods with deviating composition, dimensions and other characteristics. We will inform our contractual partners of any such changes. Insofar, our contractual partners gain hereby no claims due to defects, if and as far as the alterations do not represent a significant restriction on the usability of the product for our contractual partner.

11.2. We reserve the right to deliveries up to 10% under or over the ordered quantity as well as deviations from dimensions, weight, illustrations and composition specifications, insofar as the supplied objects are thereby not reduced in their usability.

12. Warranty, Liability for Defects and Damages

12.1. Unless otherwise stipulated by mandatory statutory provisions and the manufacturer's regulations, our warranty shall be limited to the specifications warranted by us with regard to material, manufacturing quality and freedom from defects, in accordance with the respective contractually agreed state.

Insofar as a product release has been agreed, the warranty is limited to the fact that the delivery items correspond to the sample accepted by the contractual partner, insofar as no other quality specification have been expressly contractually agreed.

Huf does not provide any general warranty for the suitability of its delivery items or services for specific purposes pursued by the contractual partner, unless Huf has expressly warranted in writing the suitability of the delivery item or services for the intended purpose.

If the goods are not installed, the warranty ends after 36 months from delivery at the latest.

12.2. Claims by our contractual partner due to defects require that it has fulfilled its obligation to investigate and notify of defects as specified in §377 HGB, whereby the reprimand must be in writing. If our contractual partner neglects the correct and timely reprimand, it may no longer assert claims due to the circumstances to be reported unless we had behaved maliciously.

12.3. The rights of our contractual partners due to material defects are determined in accordance with the statutory regulations with the requirement that our contractual partner must provide us with an adequate grace period for supplementary fulfilment of at least 4 weeks, whereby it remains our decision, whether we repair the defect or deliver defect-free replacement goods. Our contractual partner retains the right to give us a reasonable grace period of less than 4 weeks in individual cases if a grace period of 4 weeks is unreasonable for it.

If only a part of the goods delivered by us is defective, the right of our contractual partner to withdraw from the contract or demand damages instead of performance is limited to the defective part of the delivery/performance, unless this restriction is impossible or unreasonable for our contractual partner.

Claims for damages by our contractual partners due to defects in deliveries or services are restricted to the scope defined in the following point 3.

12.4. In the event of defects in components from other manufacturers which Huf cannot rectify for licensing or factual reasons, Huf will, at its discretion, assert its warranty claims against the manufacturers and suppliers for the account of the contractual partner or assign them to the contractual partner. In the event of such defects, warranty claims against Huf shall only exist under the other conditions and in accordance with these General Terms and Conditions if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to insolvency. During the duration of the legal dispute, the statute of limitations of the relevant warranty claims of the contractual partner against Huf shall be suspended.

12.5. Our liability for damages resulting from injury to life, body, health or the freedom of our contractual partner that are based on culpable breach of duty is neither excluded nor limited. We are only liable for other damages to our contractual partner if they are based on a deliberate or grossly negligent breach of duty by us, one of our legal representatives or auxiliary persons. If we caused the damage only through slight negligence, we are only liable if the breach concerns significant contractual duties, and indeed limited to contract-typical and reasonably predictable damage.

For the rest, claims for damages by our contractual partners due to breach of duty, illegal actions or for other legal reasons are excluded.

12.6. The above liability restrictions do not apply to the lack of assured characteristics and to guarantees if and as far as the assurance of characteristics or the guarantee have the

purpose to protect the partner from damages that did not themselves arise in the supplied goods.

As far as our liability is excluded or limited, this also applies for the personal liability of our employees and auxiliary persons.

The above liability exclusions also apply in every case to consequential damage.

The above liability exclusions do not however apply for claims in accordance with the Product Liability Act.

13. Producer's Liability

13.1. Our contractual partner shall indemnify us from all claims for damages brought by third parties against us based on the regulations on illegal actions or product liability due to errors or defects in the products manufactured or supplied by us, so far as such claims would also be valid against our contractual partners or are only no longer valid due to an expired statute of limitation. Under these conditions, our contractual partner shall also indemnify us from the costs of legal action that is filed against us due to such claims. As far as the asserted claims are also well-founded against us or only no longer valid due to an expired statute of limitation, we have a partial claim for indemnity against our contractual partner whose scope and size are determined in accordance with §254 BGB.

Our indemnification and damages duties in accordance with §§437 point 3, 440, 478, 634 point 4 BGB or on other legal bases remain unaffected by the above regulations, while the restrictions in accordance with §12 point 3 of the present conditions apply for them.

14. Reservation of Proprietary Rights

14.1. Until the fulfilment of all claims that we currently have or will have on our contractual partner, our contractual partner guarantees us the following securities, which we release on demand after our choice provided their nominal value enduringly exceeds our claims by more than 20%:

Delivered goods remain our property.

Processing or alteration are always carried out for us as the manufacturer, however without obligating us. If the goods supplied by us are processed with other objects not belonging to us, we gain joint ownership of the new object proportional to the invoice value of the goods supplied by us relative to the invoice value of the other goods used at the time of processing.

If our goods are connected with other movable objects to one unit and if this other object is seen as the main object, our client transfers joint ownership proportionally to us, so far as this main object belongs to it.

A transfer required for our purchasing of ownership or joint ownership shall be replaced by the now concluded agreement that our client stores the object for us like a hirer or,

so far as it does not own this object itself, the transfer to us of the right to release against the owner.

Objects of which we have (joint) ownership under existing regulations are hereafter designated reserved goods.

- 14.2. Our contractual partner is entitled to sell the reserved goods in proper business as well as to combine them with others. The claims arising from the sale, combination or another legal basis regarding the reserved goods shall be relinquished to us in proportion with our joint ownership of the sold or processed object. When placing such claims in open invoices, this relinquishment also covers all outstanding balance claims. The relinquishment occurs with a higher priority than the rest.

We authorise our contractual partner to collect the relinquished claim under reservation of the right to revoke. The collected sums shall be immediately transferred to us by the contractual partner as far as and as soon as our claim is due. As far as our claims are not yet due, the collected sums shall be recorded separately by our contractual partner.

Our permission to collect the claims ourselves remains unaffected. However, we obligate ourselves not to collect the claims as long as our client fulfils its obligations from the collected sums, does not fall behind in payment and in particular no application for insolvency or settlement proceedings is made, or there is a stoppage of payments. If this is however the case, our contractual partner is obliged to inform us of the relinquished claims and its debtors, to provide us with the accompanying documents and to provide us with all details necessary for collection as well as to indicate to third party debtors the relinquishment whereby we are also entitled to indicate the relinquishment to debtors ourselves.

Upon stoppage of payments, application for or commencement of insolvency proceedings, of judicial or extrajudicial settlement proceedings, the rights of our contractual partner to resell, process, combine or building-in of the reserved goods and the authorisation to collect the relinquished claims expire without our revoking them.

- 14.3. Our contractual partner shall immediately inform us of third party access to the reserved goods and the relinquished claims. Any costs for interventions and their defence are borne by our contractual
- 14.4. Our contractual partner shall handle reserved goods with care, in particular it shall insure them for full value at its own cost against fire and water damage and theft.
- 14.5. In the case of contractual partner's behaviour that is in breach of contract – in particular delays in payment – we are entitled to withdraw the reserved goods at the contractual partner's cost or to demand the relinquishment of rights to release to third parties without having to previously or simultaneously declare our withdrawal from the contract. In particular, The withdrawal or garnishment of the reserved goods by us does not represent a withdrawal from the contract unless we explicitly state this in writing.

- 14.6. Should our reserved ownership lose its validity upon delivery abroad or for other reasons, or should we lose ownership of the reserved goods for any reason, our contractual partner is obligated to guarantee us without delay another security on the reserved goods or another security for our claims, which is valid by the law applicable at the contractual partner's registered office and matches German law's reserved ownership as closely as possible.

15. Custom Manufacturing and Tool Costs

- 15.1. For orders for custom manufactured products, specifications on construction, dimensions etc. require our written confirmation without exception.
- 15.2. The reimbursement of parts of the costs for our tools does not give our client any claim on the tools, rather they remain our property in our possession. We commit to keep the tools for one year after the last delivery for the contractual partner. If the contractual partner informs us before the end of this period that further orders shall be placed within a further year, the retention period extends by a further year. After this time, and in the absence of repeat orders, we can freely dispose of the tools.
- 15.3. If orders for which tools are made are not carried out, the following applies:
We reserve the right to charge for all costs incurred if series orders are not carried out or are annulled in the lead time, whereby the costs incurred for the first use of tools before acceptance of samples, and for annulment after acceptance of samples, depending on the size of the intended monthly need, the costs incurred for the entire scope of series tools, custom devices and gauges shall be billed. The installed, invoiced tools shall remain in place for 4 weeks for inspection, and shall be scrapped after the expiry of this period. Finished sequence of operation drawings and construction drawings of tools are not subject to the duty to show or make available for inspection to protect the procedures used.

16. Ownership of Documents, Confidentiality

- 16.1. Illustrations, drawings, calculations, samples and models remain our property. Our contractual partner is obligated to not allow third parties access to such objects without our express permission or to exploit them commercially in any form..
- 16.2. The contractual partners mutually commit to treat all non-obvious commercial and technical details like their own commercial secrets and to maintain absolute confidentiality towards third parties and not to publish or reproduce them or make them accessible to third parties or to use them for any purpose other than that originally intended.

17. Industrial Property Rights

- 17.1. If the product is to be manufactured in accordance with drawings, samples or other specifications from the contractual partner, the contractual partner avouches that no third party rights, in particular patents, utility models, other industrial property and

copyrights are not infringed upon herewith. The contractual partner indemnifies us from third party claims that result from any infringement upon such rights. Furthermore, our contractual partner assumes all costs incurred to us by third parties asserting the infringement of such rights and our defending ourselves. The same applies to the use of samples, drafts, printing templates etc. created by us or committed by our contractual partner.

The above conditions do not apply if third party rights are knowingly infringed upon by us.

- 17.2. In the course of our development, should results, solutions or technologies arise that are protectable, we are the sole owners of the copyright and ownership and usage rights, and we reserve the right to register corresponding industrial property rights in our name.
- 17.3. In the event that the delivery item infringes an industrial property right or copyright of a third party, Huf shall, at its discretion and at its expense, modify or replace the delivery item in such a way that the rights of third parties are no longer infringed but the delivery item continues to fulfil the contractually agreed functions, or procure the right of use for the contract partner by concluding a licence agreement with the third party. If Huf does not succeed in doing so within a reasonable period of time, the contractual partner is entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the contractual partner are subject to the restrictions of § 12 of these General Terms and Conditions.
- 17.4. In the event of infringements of rights by products of other manufacturers supplied by Huf, Huf shall, at its discretion, assert its claims against the manufacturers and upstream suppliers for the account of the contractual partner or assign them to the contractual partner. In such cases, claims against Huf shall only exist in accordance with this § 17 if the legal enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, e.g. due to insolvency.

18 Assignments and Intercompany netting clause

- 18.1. We are unrestrictedly entitled to assign the claims against our contractual partner to third parties.
- 18.2. Our contractual partner may only assign claims of any kind against us with our written consent.
- 18.3. Huf is entitled to offset with and against due and non-due claims, including future claims, to which Huf or a company in which Huf has an indirect or direct interest of at least 50% is entitled against the contract partner or which the contract partner has against one of these companies. Upon request, the contract partner shall receive information on the existing participation.

19 Compliance, sustainability and social responsibility

- 19.1. We, the Huf-Group, acknowledge our social responsibility in an open and fair competition and commit ourselves to comply with ethical and legal standards. As an internationally active company, we aim to operate in a socially, economically and ecologically balanced and sustainable manner and recognize the standards defined in our Code of Conduct (available at <https://www.huf-group.com/sites/default/files/documents/2022-11/huf-code-of-conduct-2022-en.pdf>) as binding for us. We expect our business partners to regard the standards defined in our Code of Conduct as binding for them and to comply with them.

20. General Provisions

- 20.1. The relations between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany. If certain legal relationships are not governed by these Terms and Conditions or by German law, the UN Convention on Contracts for the International Sale of Goods shall apply in addition. Other national law is not applicable.
- 20.2. The place of performance and exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be the court with jurisdiction at Huf Hülsbeck & Fürst GmbH & Co. KG's registered office. However, Huf is entitled to sue the contractual partner at any other legal place of jurisdiction.
- 20.3. The contractual partner may not assign its claims against Huf to third parties without the written consent of Huf.
- 20.4. Amendments and supplements to contractual agreements between Huf and the contractual partner and/or these Terms and any ancillary agreements must be in written form. This also applies to any modification of this written-form requirement.
- 20.5. Should any provision of these terms and conditions or of the further agreements made be or become invalid, this shall not affect the validity of these terms and conditions or of the further agreements made in other respects. The same shall apply if a gap requiring supplementation arises after conclusion of the delivery contract. The parties are obliged to replace the ineffective provision by a provision which comes as close as possible to it in terms of economic success. The same shall apply in the event of a loophole in the contract.