

General Terms and Conditions of Jeremias Abgastechnik GmbH

Wassertrüdingen, as of 17 August 2026

1. Scope of Application

Unless expressly agreed otherwise, the following „General Terms and Conditions“ shall apply to all contracts, deliveries and other services of Jeremias Abgastechnik GmbH („**Company**“) in business dealings with entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law or special funds under public law („**Customers**“). Terms and conditions of the Customer shall not apply, even if the Company does not separately object to their applicability in an individual case.

2. Offer and Conclusion of Contract

(1) The Company's offers are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. The Company may accept orders or purchase orders within fourteen days of receipt.

(2) A contract shall only come into existence upon the Company's order confirmation in text form or tacitly through execution of the Customer's order, and shall be governed exclusively by the content of the order confirmation and/or these General Terms and Conditions. In the case of tacit acceptance of the offer, the delivery note or goods invoice shall be deemed the order confirmation. Oral commitments made by the Company prior to conclusion of the contract are not legally binding. Amendments and modifications made after conclusion of the contract, including to these General Terms and Conditions, shall require text form to be effective. This shall not affect oral statements made by persons who have unlimited authority to represent the Company, or whose authority to represent the Company cannot be limited vis-à-vis third parties.

(3) Statements made by the Company concerning the subject matter of performance (in particular dimensions, load capacity, tolerances and technical data) as well as representations thereof (e.g. drawings and illustrations) do not, unless otherwise agreed, constitute an agreed quality but are of a descriptive or indicative nature. Customary deviations and deviations required by law or constituting technical improvements, as well as the replacement of components with equivalent parts, are permissible provided they do not impair usability for the contractually intended purpose. Unless otherwise agreed, the Customer bears responsibility for compliance with the requirements of DIN EN 13384. The Company shall not be liable for defects and damage arising from non-compliance with DIN EN 13384.

(4) The Company reserves ownership and copyright in all offers and cost estimates issued by it, as well as in drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the Customer. The Customer may not, without the Company's express consent, make these items or their content available to third parties, disclose them, or use or reproduce them itself or through third parties. They must be returned on request if a contract does not come into existence or has ended.

3. Prices and Payment

(1) Prices are quoted in EURO plus value added tax, and, in the case of export deliveries abroad, plus customs duties, fees and other public charges. Unless otherwise agreed, payment shall be due immediately, without deduction, upon receipt of the goods and invoice.

(2) Set-off against counterclaims of the Customer, or withholding of payments on account of such claims, shall only be permissible if the counterclaims are undisputed or have been finally and non-appealably established.

(3) The Company is entitled to render outstanding deliveries or services only against advance payment or the provision of security if, after conclusion of the contract, circumstances become known to it that are likely to materially reduce the Customer's creditworthiness and that jeopardise payment of the Company's outstanding claims by the Customer under the respective contractual relationship.

4. Delivery and Delivery Period

(1) In the absence of a deviating agreement, delivery is agreed on an „EXW Ex Works“ basis (Incoterms 2020). Loading and unloading of the goods are — unless otherwise agreed — not part of the contract.

(2) Periods and dates for deliveries and services indicated by the Company are always non-binding, unless a fixed period or date has been expressly agreed. Where dispatch has been agreed, delivery periods and delivery dates refer to the time of handover to the freight forwarder, carrier or other third party engaged to carry out the transport.

(3) Without prejudice to its rights arising from default of the Customer, the Company may require the Customer to extend delivery and performance periods, or to postpone delivery and performance dates, by the period during which the Customer fails to fulfil its contractual obligations towards the Company.

(4) The Company shall be liable for timely delivery only for its own fault and that of its vicarious agents. However, the Company shall be obliged, upon request, to assign to the Customer any claims it may have against its upstream supplier.

5. Export Control

(1) The Company's performance of the contract towards the Customer is subject to national or international foreign trade law provisions, embargoes or other statutory prohibitions. The Customer acknowledges that the export of certain goods may be subject to licensing requirements (e.g. due to the intended use or final destination) and that the relevant national and international export regulations must be observed.

(2) The Customer shall comply with all applicable sanctions, embargo and (re-)export control law provisions, and in any event those of the European Union as well as of any locally applicable legal system. In particular, the Customer warrants that, to the extent delivered goods are subject to Art. 12g Regulation (EU) 833/2014 or Art. 8g Regulation (EC) 765/2006, it will not sell, export or re-export such goods, directly or indirectly, to the Russian Federation or Belarus, or for use in the Russian Federation or Belarus.

(3) The Customer shall use its best efforts to ensure that the provisions of paragraphs 1 and 2 are not circumvented by third parties further down the supply chain, in particular by potential resellers, and undertakes to establish and maintain an appropriate monitoring mechanism to prevent circumvention of the provisions of paragraphs 1 and 2 by third parties further down the supply chain or by potential resellers. It shall inform the Company of any breaches within the further supply chain that come to its knowledge and shall, upon request, provide the Company with all information and documents available to it in this regard.

(4) Any breach of the foregoing provisions constitutes a material breach of contract and entitles the Company to terminate the delivery relationship with immediate effect, to withdraw from existing purchase contracts and to cancel orders already confirmed without delay. In addition, the Customer shall indemnify the Company against all costs, third-party claims and other disadvantages (e.g. fines) arising from a breach of the foregoing obligations for which the Customer is responsible. Any further claims for damages by the Company shall remain unaffected.

6. Shipment, Passing of Risk, Insurance

(1) The risk shall pass to the Customer at the latest upon handover of the goods to the freight forwarder, carrier or other third party designated to carry out the shipment. This shall also apply where partial deliveries are made or where the Company has undertaken other services (e.g. installation). If shipment or handover is delayed due to a circumstance caused by the Customer, the risk shall pass to the Customer as of the day on which the Company is ready to ship and has notified the Customer accordingly.

(2) The Company shall insure the shipment against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the Customer and at the Customer's expense. This shall not create any obligation on the part of the Company to take out insurance.

7. Warranty

(1) Upon delivery, the delivered items must be carefully inspected without delay following delivery to the Customer or to a third party designated by it. They shall be deemed approved unless the Company receives a notice of defects, in text form, regarding obvious defects or other defects that were identifiable upon prompt and careful inspection, within seven working days of delivery of the item, or otherwise within seven working days of discovery of the defect or of the point in time at which the defect became apparent to the Customer during normal use of the item without closer inspection.

(2) If the Customer identifies a defect, it shall be obliged to make the item complained of, or samples thereof, available to the Company for examination of the complaint and to allow a reasonable period for such examination. Until the Company has completed its examination, the Customer may not dispose of the item complained of, i.e. it may not be divided, resold or further processed.

(3) In the case of intended installation or attachment of the goods, the Customer shall, without prejudice to paragraph 1, already upon receipt of the goods be under an obligation to check the properties of the goods relevant to installation or attachment and to subsequent use as intended, and to notify the Company of any defects without delay in text form, to the extent that examination of these properties is reasonable at that time given the nature and condition of the goods. If notice of defects concerning the properties referred to in sentence 1 is not given despite it being reasonable to carry out such examination, the goods shall be deemed approved in this respect. In that case, the Customer shall have no warranty rights in respect of such defects.

(4) In the case of justified notices of defects, the Company shall, at its discretion to be exercised within a reasonable period, first be obliged and entitled to remedy the defect or to make a replacement delivery.

(5) If the Customer has installed goods that were defective at the time the risk passed into another item, or has attached such goods to another item, in accordance with their nature and intended use, it may, subject to compliance with the obligations under paragraph 3, claim reimbursement of expenses from the Company under § 439 Abs. 3 BGB for removal of the defective goods and installation or attachment of the repaired or newly supplied defect-free goods (so-called removal and installation costs) only in accordance with the following provisions. Only such removal and installation costs as relate to the removal and installation or attachment of identical products, are incurred on market-standard terms, and are evidenced by the Customer to the Company by submission of suitable supporting documents at least in text form, shall be deemed necessary within the meaning of § 439 Abs. 3 BGB. The Customer shall have no right to an advance payment in respect of removal and installation costs. Where the expenses claimed by the Customer for subsequent performance within the meaning of § 439 Abs. 3 BGB are disproportionate in an individual case, in particular in relation to the purchase price of the goods in a defect-free condition and having regard to the significance of the non-conformity, the Company shall be entitled to refuse reimbursement of expenses. Disproportionality shall in any event be deemed to exist where the expenses claimed within the meaning of § 439 Abs. 3 BGB exceed an amount equal to 150% of the net purchase price of the goods in a defect-free condition, or 200% of the diminished value of the goods attributable to the defect.

(6) In the case of unjustified notices of defects, the Customer shall reimburse the Company for the costs thereby incurred, provided the Customer knew, or negligently failed to recognise, that no defect existed and that the cause of the circumstances complained of lay within its own sphere of responsibility.

(7) The Customer's warranty claims shall become time-barred after 24 months, calculated from delivery. This shall not apply to the extent the law provides for longer periods pursuant to § 438 Abs. 1 Nr. 2 BGB (structures and items for structures), § 438 Abs. 3 BGB (fraudulent concealment), § 445b Abs. 1 BGB (right of recourse) and § 634a Abs. 1 Nr. 2 BGB (defects in structures). Rights of recourse under § 445a BGB shall only exist to the extent the claim asserted by the ultimate buyer was justified, and only to the extent provided by law, but not for goodwill arrangements not agreed with the Company. Furthermore, rights of recourse presuppose compliance by the party entitled to recourse with its own obligations, in particular the obligations to inspect and give notice of defects.

8. Installation Work

Unless otherwise agreed, the following provisions shall additionally apply to all installation services commissioned by the Customer from the Company:

(1) To the extent necessary for the performance of the installation services, the Customer shall grant the Company's installation personnel access to the site, designate a responsible contact person for the Company, and provide the infrastructure necessary for performance of the installation services.

(2) The Customer shall, at its own expense and in compliance with all safety regulations and safety measures, be obliged to provide technical assistance, in particular the provision of heating, lighting, electricity or other power, water, including the necessary connections, toilets, and waste and scrap containers. Fixed scaffolding, mobile scaffolding, lifting platforms, cranes and ladders and similar site equipment shall be provided by the Customer. For installation locations in buildings above the second floor level, a lift or similar facility shall be provided by the Customer's side. Where a lift or similar facility is not provided, material transport shall be separately remunerated by the Customer.

(3) If the Customer fails to fulfil its cooperation and information obligations in good time (e.g. provision of the required official certificates and permits, payment of an advance), agreed performance periods shall be extended by a reasonable period. Any additional costs culpably caused thereby shall be borne by the Customer.

(4) The Customer shall be obliged to accept the commissioned installation services as soon as it has been notified of their completion. Where only an immaterial defect exists, the Customer may not refuse acceptance.

(5) If acceptance is delayed through no fault of the Company, or if the Customer uses the installation service as intended and without reservation, acceptance shall be deemed to have taken place upon expiry of two weeks from notification of completion. Upon acceptance, the warranty for identifiable defects shall lapse, unless the Customer has reserved the right to assert a specific defect.

9. General Limitation of Liability

(1) The Company shall be liable in accordance with statutory provisions where the Customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of the Company's representatives or vicarious agents.

(2) Claims for damages against the Customer, irrespective of the legal basis, in particular arising from impossibility, default, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations, and tort, shall be excluded for ordinary negligence, unless material contractual obligations have been breached. Material contractual obligations are those the fulfilment of which is a prerequisite for the proper performance of the contract in the first place and on the observance of which the contracting party may regularly rely. In such case, liability for damages shall be limited to the foreseeable damage typically arising in contracts of this kind. Indirect damage or consequential damage shall only be recoverable to the extent it is typically to be expected in the case of intended use of the item. This shall not entail any change in the burden of proof to the disadvantage of the contracting party.

(3) Liability for culpable injury to life, body or health shall remain unaffected. Liability under the German Product Liability Act (Produkthaftungsgesetz) shall likewise remain unaffected.

(4) The foregoing exclusions and limitations of liability shall apply to the same extent for the benefit of the Company's officers, statutory representatives, employees and other vicarious agents. To the extent such persons provide technical information or advice without being contractually obliged to do so, this shall be done free of charge and with the exclusion of any liability.

(5) The statutory limitation periods shall apply to liability for gross fault and to claims for damages based on injury to life, body or health.

10. Retention of Title

(1) The Company retains title to the goods until full payment of the purchase price. In respect of goods that the Customer purchases within the framework of an ongoing business relationship, the Company retains title until all of its claims against the Customer arising from the business relationship, including claims arising in the future, also from contracts concluded simultaneously or subsequently, have been settled.

(2) The Customer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. The retention of title extends to the products arising from processing, mixing or combining the Company's goods, at their full value, with the Company being deemed the manufacturer. If, in the case of processing, mixing or combining with goods of third parties, the third party's ownership right continues to exist, the Company shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as applies to the goods delivered subject to retention of title. The Customer hereby already assigns to the Company, by way of security, the claims against third parties arising from the resale of the goods or the product, in full or, as the case may be, in the amount of any co-ownership share pursuant to the preceding sentence. The Company accepts the assignment. The Customer remains authorised, alongside the Company, to collect the claim. The Company undertakes not to collect the claim so long as the Customer meets its payment obligations, does not fall into payment default, no application for the opening of insolvency proceedings has been filed, and there is no other shortfall in its ability to perform. If, however, this is the case, the Company may require the Customer to disclose to the Company the assigned claims and their debtors, to provide all information necessary for collection, to hand over the related documents, and to notify the debtors (third parties) of the assignment.

(3) If the realisable value of the security exceeds the secured claims by more than 20%, the Company shall release security of its choosing.

11. Final Provisions

(1) The place of jurisdiction for any disputes arising from the business relationship between the Company and the Customer shall be, at the Company's election, Ansbach or the Customer's registered seat. For actions against the Company, Ansbach shall be the exclusive place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

(2) The relationship between the Company and the Customer shall be governed exclusively by the law of the Federal Republic of Germany, excluding the CISG (UN Convention on Contracts for the International Sale of Goods).

(3) To the extent the contract or these General Terms and Conditions contain gaps, such legally effective provisions as the contracting parties would have agreed in light of the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery, had they been aware of the gap, shall be deemed agreed to fill such gaps.