

## General Terms and Conditions (GT&Cs)

*This English version is a courtesy translation only. In case of discrepancies, the German version shall prevail.*

### alpha industrie-bedarfs GmbH

Niedesheimer Straße 26  
67547 Worms – Deutschland

### Section 1 Scope

1. These General Terms and Conditions apply to all business relations between **alpha industrie-bedarfs GmbH** – hereinafter referred to as "alpha" – and their customers.
2. These GT&Cs apply exclusively to traders as defined in Section 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law.
3. These GT&Cs apply in particular to
  - deliveries of goods and components
  - shelving systems and container solutions
  - planning and design services
  - technical calculations and analyses
  - testing and inspection services
  - technical documentation
  - other services.
4. These GT&Cs also apply to all future transactions with the customer.

### Section 2 Battle of the forms / Precedence of our terms and conditions

1. These General Terms and Conditions apply exclusively.
2. Any conflicting or deviating terms and conditions of the customer shall not become part of the contract.
3. This shall also apply if alpha
  - accepts orders
  - makes deliveries
  - receives payments
  - or provides other services

without expressly objecting to the customer's terms and conditions.

4. The customer's terms and conditions shall not apply even if they are included in
  - orders
  - purchasing terms
  - delivery schedules
  - framework agreements
  - SAP systems
  - e-procurement portals
  - supplier platforms.

5. Even if alpha refers to documents containing the customer's terms and conditions, this **does not constitute an agreement to their applicability**.
6. The customer's terms and conditions of purchase shall only become part of the contract if alpha **expressly agrees to their applicability in writing**.
7. The **written order confirmation from alpha** is the sole basis for the content of the contract.

### Section 3 Conclusion of the contract

1. Quotes from alpha are subject to change and are non-binding.
2. Orders for items and bills of materials may be placed:
  - via the **AlphaSYS** system
  - based on a quote
  - under a framework agreement.
3. A contract is not concluded until **alpha issues a written order confirmation**.
4. We reserve the right to make technical changes, provided they are reasonable for the customer.

### Section 4 Scope of services

1. The scope of services is specified in the respective order confirmation.
2. alpha provides, in particular
  - delivery of technical components
  - planning and design services
  - structural calculations
  - technical analyses
  - inspection and testing services
  - audits
  - technical documentation
  - other services as commissioned by the customer
3. Additional services will be billed in accordance with the current **Service Price List**.
4. Services subject to a fee may include, in particular
  - structural calculations
  - frequency calculations
  - support reactions
  - welding books
  - PQMP / PQP
  - EOMR
  - FAT tests
  - inspections and audits

## Section 5 Prices

1. All prices are **net**. Where applicable by law, value-added tax will be charged additionally at the applicable statutory rate. No German value-added tax will be charged for tax-exempt deliveries made between European Union member states or for export deliveries, **provided that the legal requirements for this are met and the customer provides the necessary documentation in a timely manner**.
2. Unless otherwise agreed, delivery is **ex works (EXW, Incoterms® 2020 or the version valid at the time of contract conclusion)**.
3. The following, in particular, will incur additional charges
  - packaging
  - transport
  - export documents
  - special inspections
  - technical documentation.
4. We reserve the right to adjust prices in the event of
  - significant changes in raw material prices
  - exchange rate fluctuations
  - significant changes in energy and/or transportation costs

## Section 6 Terms of payment

1. Invoices are payable within **30 days net**.
2. For international transactions, **advance payment may be required**.
3. alpha is entitled to make deliveries contingent upon
  - advance payments
  - credit limits
  - securities.
4. In the event of late payment, late payment interest will be charged in accordance with Section 288 of the German Civil Code (BGB).

## Section 7 Delivery

1. Delivery times are valid only if they have been expressly confirmed.
2. Delivery times do not begin until
  - agreed payments have been received
  - all technical details have been clarified
  - the necessary documentation has been provided
3. Partial deliveries are permitted.

## Section 8 Transfer of risk

Risk passes to the customer no later than upon delivery of the goods to the carrier.

## Section 9 Retention of title

1. The goods remain the property of alpha until all claims have been paid in full.
2. The customer may resell the goods in the ordinary course of business.
3. The customer hereby assigns to alpha all claims arising from the resale.
4. alpha accepts this assignment.
5. In the event of a delay in payment, alpha is entitled to demand the return of the goods.

## Section 10 Inspection obligations / Defects

1. The customer is obligated to inspect the delivered goods immediately upon delivery, to the extent that this is practicable in the ordinary course of business.
2. If a defect is discovered, it must be reported in writing without delay.
3. If the customer fails to conduct a proper inspection or report defects, the goods shall be deemed accepted, unless the defect was not detectable during the inspection.
4. If such a defect becomes apparent later, a notice of defect must be submitted immediately upon its discovery.
5. In all other respects, Section 377 of the German Commercial Code (HGB) applies.

## Section 11 Warranty

1. In the event of valid defects, alpha may, at its discretion,
  - provide a repair or
  - replacement.
2. If the subsequent performance fails, the customer may
  - reduce the purchase price or
  - withdraw from the contract.

## Section 12 Liability

1. alpha bears unlimited liability
  - a) in cases of willful misconduct and gross negligence,
  - b) for damages resulting from injury to life, limb, or health caused by a negligent or intentional breach of duty by alpha, its legal representatives, or vicarious agents.
2. In cases of ordinary negligence, alpha is liable only for breaches of material contractual obligations.
3. Liability is limited to **typically foreseeable damages**.

#### 4. Liability for

- loss of profits
- production downtime
- consequential damages (such as installation delays)

is excluded.

### Section 13 Product liability

Claims under the German Product Liability Act remain unaffected.

alpha maintains appropriate general liability and product liability insurance.

### Section 14 Export controls

1. Deliveries are subject to applicable export control regulations.
2. The customer agrees to comply with all export and sanctions regulations.

### Section 15 Software

1. When using **AlphaSYS or service apps**, the customer is granted a non-exclusive right of use.
2. Distribution or reproduction of the software is prohibited. However, individual licenses may be used multiple times by a single customer
3. Alpha is not liable for any damages resulting from the installation or operation of the software

### Section 16 Default of acceptance / Failure to pick up goods / Storage costs

1. If the customer fails to accept the goods made available for pickup, delivery, or shipment in accordance with the contract by the agreed-upon date or within a reasonable period set by alpha, the customer shall be in default of acceptance. The same applies if the customer is responsible for causing a delay in delivery.
2. If the customer is in default of acceptance, alpha is entitled to store the goods at the customer's risk and expense or to have them stored by a third party.
3. For storage by alpha, alpha may charge **storage costs amounting to 0.5% of the net order value of the affected goods per week or part thereof**, starting from the onset of the default of acceptance, but not exceeding **5% of the net order value per month**.
4. The customer is entitled to prove that alpha incurred no damage or significantly less damage or expense. alpha reserves the right to prove higher damages.
5. Any further legal claims by alpha, in particular for reimbursement of additional expenses, damages, and the rights under Section 304 of the German Civil Code (BGB) and Section 373 of the German Commercial Code (HGB), remain unaffected.

## Section 17 Confidentiality

The customer undertakes to treat all technical and commercial information as confidential. This also applies to the period after termination of the contract.

## Section 18 Jurisdiction / Law

1. German law applies exclusively.
2. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. The place of jurisdiction is **Worms, Germany**.

## Section 19 Final provisions

If any provision is invalid, the validity of the remaining provisions remains unaffected.

Worms, Germany, March 17, 2026