General Terms and Conditions as per 01.01.2026

§ 1 Scope

(1) These Terms and Conditions shall apply to the contracts concluded between you (=Orderer) and us (=Supplier), HUBER SE, Industriepark Erasbach A1 D-92334 Berching, unless explicitly agreed otherwise through a written agreement between you and us. Divergent or conflicting terms and conditions will not be recognized unless we have explicitly agreed to them.
(2) If any amendments are made to these Terms and Conditions, you will be notified in writing, by fax or email. If you make no objection to an amendment within four weeks of notification, the amendments shall be considered accepted. In case of amendments to the Terms and Conditions, you will additionally be informed separately of your right of objection and the legal consequences of remaining silent.

§ 2 General

(1) Any details on weight, dimensions, holding capacity, price, performance, etc. contained herein are approximations only. They shall only become binding if referenced explicitly in the contract.
(2) The machinery and equipment will be installed or fitted (mounted) in accordance with our Terms and Conditions of Installation, which are part of the General Terms and Conditions.

§ 3 Embargos and Export Restrictions

Shipments and services (the fulfilment of contract) shall be subject to any national or international regulations, particularly export control regulations and embargoes or any other restrictions. The contract partners shall obligate themselves to provide all information and documentation needed for the export. Delays caused by export checks or approval procedures shall override any lead times or deadlines stipulated. If any required approvals for certain items cannot be obtained, the contract shall be considered as not concluded regarding the items in question; because of this and of above mentioned transgression of deadlines, any related claims for damages shall be excluded.

§ 4 Terms and conditions of installation

(1) The Orderer is responsible for maintaining traffic safety at the installation site. They must make it possible for the Supplier to perform the installation without accidents. This includes following all relevant work safety and accident prevention regulations.
(2) You are required - at your own cost - to do the following:
a) arrange to allow for unobstructed execution of installation work at the site;

b) provide electricity, water, heating, lighting and tie-in points and, if necessary, compressed air, technical gases and chemicals;
c) provide the necessary number of assistants for the necessary amount of time, as required for installation;
d) provide any scaffolding and other structures necessary for installation;
e) complete all excavation, construction and site installation work before start of equipment installation;
f) provide all the necessary fixtures, heavy tools and commodities and, if need be, PCs prepared in accordance with specified requirements and ready to operate;
g) provide lockable rooms for storing the tools and clothing of the site personnel, as well as suitable washing facilities;
h) transport the assembly parts to the installation site, protect the assembly parts and materials from damage of any kind;
i) provide other types of support to our installers to assist with installation, to the extent objectively necessary.
(3) The Customer must ensure that installation work can start as soon as the site personnel arrive and can progress without delay until the acceptance stage. The assistants provided by the Customer are required to follow the instructions of our representatives.
We assume no liability for the assistance or for the assistants.
(4) Any kind of statements made by our installers shall only be considered binding if confirmed by us in writing.
(5) After installation work is completed or in case of extensive hours worked at the end of a pay week, the Customer must sign off on the work performed using the installation certificates provided. Any advances paid by the Customer for installation work must be indicated on the installation certificates.

§ 5 Conclusion of contract, language of contract

(1) The illustrations of the goods are non-binding and subject to change. This still applies, even if we have entrusted the Buyer with catalogues, technical documentation (e.g. drawings, layouts, calculations, references to DIN standards), other product descriptions or documents – including in electronic format – to which we reserve property rights and copyrights.
(2) A purchase order placed by the Buyer shall be considered a binding contract offer. Unless stipulated otherwise in the order, we shall be entitled to accept this contract offer within three weeks of receipt.
(3) The offer can either be accepted in writing (e.g. with an order confirmation) or by dispatching the goods to the Buyer.
(4) The language offered for the conclusion of contract is German only. Translations into other languages are intended for your information only. In case of discrepancies between the German text and the translation, the German text takes precedence.

§ 6 Prices, payment terms

(1) The purchase price shall be paid according to the following payment schedule:

- 30% upon receipt of order confirmation,
- 60 % once the Orderer has been notified that the main components are ready for dispatch,
- the remainder within one month of transfer of risk

(2) Payments shall be made via bank transfer. Our bank details are as follows:

- Hypovereinsbank Neumarkt
- BIC HYVEDEMM460
- IBAN DE30 7602 0070 0005 0084 09.

(3) In the absence of a special agreement, the prices shall be considered FCA (“free carrier”) as per § 6 (3) of this contract. In case of deliveries within Germany, prices are additionally subject the statutory rate of sales tax. Intra-EU and third country deliveries are exempt from sales tax. We reserve the right to charge the statutory rate of sales tax separately if we do not receive a corresponding confirmation of arrival within 45 days of the invoice date.

(4) If, following the conclusion of contract, it becomes apparent that our claim for payment is at risk due to a lack of solvency, or if you default on a payment or if other circumstances arise which indicate a substantion reduction in solvency, we reserve the right to demand immediate payment of any claims arising from the transaction in progress which are not yet due, to demand advance payment or sufficient security and to withhold performance until our requirements are met or optionally to withdraw from the contract.

§ 7 Retention of Title

(1) The goods shall remain our property until payment is received in full. If you are in default for over 10 days, we are entitled to withdraw from the contract and to reclaim the goods.

(2) You are entitled to resell the goods under retention of title in the ordinary course of business. In this case, however, you must immediately assign to us all receivables from such a resale in the amount of the invoice value of our claim, regardless of whether this occurs before or after the processing of the goods delivered under retention of title. Notwithstanding our right to collect the claims directly, you shall still be entitled to collect the claim, even after it has been assigned. In this context, we agree not to collect the claim directly, if and to the extent that you fulfil your payment obligations, no application for insolvency or similar proceedings have been filed against your assets and payments have not been suspended. If the aforementioned claims exceed 10%, we shall be obligated to release the securities upon your request, at our discretion.

(3) In case of a violation of contract on the part of the Orderer, particularly in case of late payment, after a reminder, we are entitled to reclaim the item of delivery, and the Orderer is obligated to surrender the item. The enforcement of the retention of title, as well as the garnishment of the item of delivery by the Supplier shall not be considered a cancellation of contract.

§ 8 Terms of delivery

(1) We shall deliver the goods in accordance with the agreements made with you. In the absence of any conflicting agreements, the following terms and conditions apply. Applicable shipping fees are included in the product description and listed separately on our invoice. Delivery terms and delivery dates are only binding if they have been confirmed by us in writing. If shipping has been agreed, delivery dates and deadlines refer to the time of transfer to the forwarding agent, freight carrier or other third party transport provider.

(2) If we do not provide delivery of the goods or do not provide it as stipulated in the contract, you must extend the delivery deadline for an appropriate period of time. Otherwise, you shall not be entitled to withdraw from the contract. It is agreed that an extended deadline of four weeks shall be considered appropriate.

(3) The Supplier must deliver the goods to the freight carrier or other party designated by the Buyer at the agreed drop-off point at the designated location, at the agreed time or within the agreed period of time.

(4) Delivery has been completed:

a) if the designated location is the Supplier's premises, once the goods have been loaded onto the means of transport provided by the Orderer.

b) in all other cases, once the goods are made available to the freight carrier or other party designated by the Buyer on the Seller's means of transport, ready for unloading.

(5) If the Orderer has not specified a particular drop-off point at the designated delivery location and there are multiple potential drop-off points, the Supplier can select the most suitable drop-off point for the delivery.

(6) Unless the Orderer informs the Supplier otherwise, the Supplier can hand over the goods for transportation in the manner appropriate for the volume and/or type of goods.

(7) The Supplier is not liable for failure to deliver or for delivery delays if this occurs due to force majeure or other events which could not be foreseen at the time the contract was concluded (e.g. operational malfunctions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, legal lockouts, shortage of labour, energy or raw materials, difficulties in procuring the necessary permits from the authorities, official actions, pandemics, states of war or failure to deliver or late delivery on the part of our suppliers) for which the Supplier is not responsible. If such events make it severely difficult or impossible for the Supplier to provide the goods or services and the disruption is not temporary, the Seller shall be entitled to withdraw from the contract. In case of temporary disruptions, the delivery or performance terms shall be extended, or the delivery or performance deadlines shall be postponed by the duration of the disruption, plus a reasonable lead time. If, as a result of the delay, the customer cannot be reasonably expected to accept delivery, they can withdraw from the contract upon the immediate submission of a written statement to the Seller.

(8) In the case of sale by dispatch, the risk of accidental destruction and accidental deterioration of the goods shall pass to the Orderer upon delivery of the article to the forwarding agent, freight carrier or other person or institution designated to perform the

shipment. This also applies for delivery by instalments or if we have undertaken to provide other services (e.g. shipping or installation).
(9) If the dispatch or handover is delayed as a result of circumstances for which you are responsible, the risk passes to you on the day on which the item of delivery is ready for dispatch and we notify you accordingly. In addition, you will bear the storage costs resulting from any such delays.
(10) The delivery time shall be defined by the agreements concluded between the contracting parties. Adherence to the delivery time assumes that all commercial and technical issues between the parties have been resolved and you have met all your obligations, e.g. provided the necessary official certifications and approvals or made a down payment. If this is not the case, the delivery time shall be extended accordingly.

§ 9 Supervision and acceptance

(1) If the contract includes an explicit provision stipulating the Orderer's right of supervision, then the they shall be entitled to monitor and test the quality of the materials used and of the parts produced, during and at the end of manufacture. The monitoring and testing shall take place by prior appointment at the factory. (2) If you deem certain materials or parts of the delivery items to be defective, all objections must be justified in writing.
(3) In the absence of any conflicting agreements, parts testing shall be carried out in accordance with general practice in the relevant branch of industry in the country of manufacture.
(4) The Supplier must inform the Orderer in a timely fashion, so that the latter can arrange for their representatives to participate in the testing, at their own expense. If the Orderer is unable to send a representative, then the Supplier shall provide them with a test report, which is assumed to be accurate. The Orderer shall have the opportunity to dispute its accuracy with provision of evidence.
(5) If acceptance procedures are to take place, the purchase is considered accepted if

- the delivery has been completed and, if the Supplier has also undertaken to provide installation/fitting, installation/fitting work has been completed,
- the Seller has informed the customer of this, while indicating that the work has been notionally accepted, and has requested for the customer to accept the work,
- twelve working days have elapsed since the delivery or installation, or if the Orderer has started using the item of delivery (e.g. commissioned the delivered plant) and, in this case, six working days have elapsed since the delivery or installation/fitting and
- the Orderer has failed to accept the work within this period for any reason other than a defect which has been indicated to the Supplier and which makes the item of delivery impossible to use or significantly impacts its use.

§ 10 Guarantee

(1) If the goods supplied are defective, you are entitled, within the scope of the legal provisions, to rectification and namely to have us either correct the defects or supply a

replacement free from defects. It is our right to choose the method of rectification. Should we fail to rectify the work, you shall be entitled to reduce the purchase price or, if the legal prerequisites are met, to withdraw from the contract. As a prerequisite for any warranty rights, you must comply in full with all examination and defect notification obligations as per § 377 HGB (German Commercial Code).
(2) The warranty period for warranty claims regarding the goods supplied is twelve months from receipt of goods (except in case of claims for damages).
(3) In particular, we cannot be held liable in the following cases: unsuitable or improper use, improper installation or commissioning by the Orderer or by third parties, natural wear and tear, incorrect or negligent treatment, inadequate maintenance, inappropriate operating equipment, faulty construction work, unsuitable building ground, medium or environment characteristics lying outside of the acceptable thresholds for the contractually stipulated materials, chemical, electro-chemical or electrical influences – unless the Supplier is responsible.
(4) If the Orderer attempts to rectify the goods inappropriately, the Supplier cannot be held liable for the consequences. The same applies to modifications made to the item of delivery without the consent of the Supplier.
(5) Huber SE complies with the legal requirements of the Machinery Directive (2006/42/EC). Furthermore, Huber SE is certified according to DIN EN ISO 3834-2 for the fusion welding of metallic materials. These quality requirements or parts thereof shall only apply if this has been expressly agreed in the contract.

§ 11 Limit of liability
(1) We assume liability in cases of willful intent or gross negligence. Furthermore, we assume liability in cases of negligent breach of obligations which, if not met, render proper performance of contract impossible, obligations which, if not met, jeopardize the purpose of the contract and obligations which, as a customer, you can generally count on being met. In the last-mentioned case, however, we assume no liability for foreseeable damage typical of the given type of contract. We assume no liability for slightly negligent breach of obligations other than those mentioned in the preceding clauses.
(2) The preceding liability exclusions do not apply in case of injury to life, limb and health. Liability under the Product Liability Act shall remain unaffected.

§ 12 Use of software
(1) The Orderer shall be accorded a non-exclusive right to use the supplied software in conjunction with the use of the goods. The software may not be used on more than one system.
(2) The Orderer shall not be entitled to make copies of the software except for the purpose of use in accordance with § 10 (1) or for back-up purposes.
(3) The Orderer may only transfer their rights to the software to a third party if at the same time title to the relevant product (particularly a hardware product) is transferred to such third party and the Orderer does not retain any copy of the software.

(4) The Orderer may not remove manufacturer information – particularly copyright notices – or make any other modifications without the prior express written consent of the Supplier.
(5) Property rights and copyrights over layouts, technical documents, samples, cost estimates, drawings and similar material or immaterial information shall be retained exclusively by the Supplier. Without the Supplier's consent, the Orderer may not use, copy or reproduce such materials or make them to available/accessible to third parties.
(6) We are not obligated under any circumstances to disclose the source code of the software.
(7) We are also not obligated to disclose the programming to you.

§ 13 Final provisions

(1) Amendments and additions to these Terms and Conditions must be made in writing. This shall also apply to the requirement that amendments and additions be made in writing.
(2) This document shall be construed under the laws of the Federal Republic of Germany, to the exclusion of UN commercial law (CISG).
(3) The place of performance, as well as the exclusive place of jurisdiction for all disputes arising from or in connection with this agreement shall be the registered office of HUBER SE.
(4) If any individual provisions of these Terms and Conditions are invalid, this shall not affect the validity of any other provisions of this contract. To replace the invalid provision, the parties shall negotiate a mutually satisfactory legally valid provision which most closely corresponds to the commercial intent and purpose of the invalid provision. The foregoing provision also applies to any loopholes.