

## General Terms and Conditions of the Online Shop of U. I. LAPP GmbH

### 1. General:

All our deliveries and services in the Online Shop to entrepreneurs are based on our following Terms and Conditions, which are agreed upon with the acceptance of our performance even without the customer's express consent. The customer's terms and conditions shall not apply even if we do not expressly object to them and perform the delivery. The Purchase Contract is concluded with U. I. Lapp GmbH, Schulze-Delitzsch-Strasse 25, 70565 Stuttgart, Germany (Lapp). Lapp concludes contracts with customers which are corporate customers, i.e. which act in the exercise of their independent professional or commercial activity and which are based in a country of the European Union. To the extent that Lapp inadvertently accepts the quotation of a non-accepted participant, Lapp shall be entitled to declare its withdrawal from the contract to the customer within a reasonable period of time. Orders via the Online Shop are delivered to goods recipient addresses in the following countries: Germany, Austria, Belgium, the Czech Republic, France, Hungary, Luxembourg, the Netherlands, Poland, Italy and Slovakia.

Deviations and additions by the customer shall only be validly agreed with our express written confirmation. They only apply to the transaction for which they have been agreed. The following Terms and Conditions shall apply to every future contract even if they are not expressly agreed in future.

The current prices and conditions for products other than those in our catalogue, as well as other services, can be found at [here](#).

### 2. Quotation, contract conclusion, written form:

Quotations from Lapp are non-binding.

2.1 The contract between Lapp and the customer enters into force as follows: Customers can add the relevant product to their cart on the corresponding product page by clicking on the cart symbol or by using the item number search box. On the button

The number of articles is displayed on the 'Cart' button in the upper right corner. This link takes the customer to the cart page, where it is possible to set and change the order quantity and delete products. You can also add more products to the cart and check the order again here by returning to the product page. From there, you can continue with the order using the buttons in the lower part of the page. After the customer has placed the order, the contract enters into force with our written order confirmation, which is also legally valid when issued in machine-written format, without signatures or names, or by our delivery.

The order data is stored by Lapp after the contract has been concluded and can be accessed at any time via the customer account. The contract's text is not stored there; however, the Terms and Conditions are available on the website of the Online Shop.

2.2 Disclosures made prior to the order as part of the order processing, in particular regarding performance, consumption or individual data, shall only be binding if confirmed by us in writing with the order confirmation or thereafter. Information in brochures and advertisements does not constitute an agreement on the nature and quality of the goods or services.

2.3 Our representatives have no authority to give guarantees or make agreements that deviate

from the Terms and Conditions. Any such agreements require our written confirmation in order to be effective.

2.4 If unforeseeable increases in material, wage or transport costs, taxes or levies occur between the conclusion of the contract and delivery, we shall be entitled to make an upward or downward price adjustment in accordance with these factors at our reasonable discretion if delivery is not to be made within four months of the contract's conclusion. If the customer makes changes after the contract's conclusion, we can adjust the prices in line with the additional costs caused by the changes.

### **3. Dates and deadlines:**

We shall meet all due dates and deadlines named in the order confirmation to the best of our ability. However, they merely reflect estimated dates, and not a fixed or agreed calendar date or timeframe for delivery.

3.1 Delivery periods shall only commence after complete clarification of all details. The performance of deliveries is conditional upon a timely response to all queries, the forwarding of all necessary or required drawings and documents or factory parts to be supplied, and the granting of all necessary releases and approvals. Otherwise the timeframe for delivery shall be extended accordingly by the duration of the delay by the customer.

3.2 A deadline or appointment shall be deemed to have been met if the consignment has been dispatched within the deadline or on the agreed date, notification of its readiness for dispatch has been given or it has been picked up.

3.3 We are only obliged to execute and deliver if the customer has made all agreed payments. If payments are made late, we may extend the delivery periods accordingly.

3.4 If the non-compliance with a deadline or a date is due to force majeure, mobilisation, war, riot, strike, lockout or other unforeseeable hindrances affecting our business, for which we are not responsible and which occurred or became known to us after conclusion of the contract, the deadline or date shall be extended accordingly. This shall also apply in cases of unforeseeable events that affect the operations of our upstream supplier and for which neither our upstream supplier nor we are responsible.

3.5 If delivery is delayed at the request of the customer or for other reasons for which the customer is responsible, Lapp may charge the costs incurred due to storage, or at least a storage fee of 0.5% of the invoice amount for each commenced month of the delay. The storage fee is limited to a total of 5% of the invoice amount unless Lapp has demonstrably incurred higher costs. The customer is permitted to provide documentary evidence that costs did not arise at all or were significantly lower than the flat-rate amount.

3.6 Partial deliveries are permissible.

3.7 The quantities and weights that we have delivered ex works or handed over for dispatch shall be decisive for the calculation.

3.8 In the case of intra-Community deliveries, the customer shall be obliged to provide us with their VAT ID number together with the information necessary for checking the tax exemption, as well as the necessary supporting documents. If the customer does not fulfil these obligations in a timely manner, we will treat the delivery as taxable. We shall then be entitled to additionally charge and demand the respective value added tax. If we have wrongly

accepted a delivery as tax-exempt on the basis of incorrect information provided by the customer, the customer shall indemnify us from the tax liability and bear all additional expenses.

3.9 If Lapp does not receive the ordered goods from its supplier despite a contractual obligation, Lapp shall have the right to rescind the contract. If this occurs, Lapp shall inform the customer of such without undue delay and that the ordered product is not available. Any purchase price that has already been paid shall then be refunded without undue delay.

#### **4. Dispatch, transfer of risk:**

We shall meet all due dates and deadlines named in the order confirmation to the best of our ability. However, they merely reflect estimated dates, and not a fixed or agreed calendar date or timeframe for delivery.

#### **5. Delivery, use of software**

5.1 Upon delivery of software, the customer shall be granted a non-exclusive and non-transferable right to use the software and the associated documentation for the operation of the goods for which the software is delivered. Apart from a backup copy, the customer may not make any copies. Copyright notices, serial numbers and other features serving to identify the software must not be removed or changed.

5.2 The customer is obliged to prevent unauthorised access to software and documentation by third parties by taking suitable precautions. It shall keep the delivered original data carriers as well as the backup copies in a place secured against unauthorised access by third parties. His employees must be emphatically instructed that they shall comply with the terms of delivery as well as to the provisions of copyright law.

#### **6. Compensation for breach of duty**

6.1 We shall not be liable for loss of profit. Compensation shall be limited to 1% for each completed week of the delay or to a total of 10% of the order value. Compensation in lieu of the performance shall be limited to 10% of the order value. Insofar as we are obliged to provide compensation, this obligation is always limited to the damage foreseeable at the time of the conclusion of the contract.

These limitations of liability shall not apply if a commercial transaction for delivery by a fixed date has been agreed, if we are responsible for intent or gross negligence or the violation of essential contractual obligations or if we are liable for loss of life, bodily injury, or damage to health. Excluding essential contractual obligations, claims due to breaches of duty arising from the contractual relationship shall become statute-barred within the same period as the warranty rights. Claims due to negligently omitted information about negative characteristics of our products are excluded, to the extent that this does not constitute a material defect. Our statutory liability under the German Product Liability Act (ProdHaftG) remains unaffected by the above provisions.

6.2 Our liability for the loss of or changes to data shall be limited to the typical recovery expenses that would be incurred for the creation of backup copies at regular intervals commensurate with the risk.

## **7. Notification of defects and warranty:**

7.1 In the case of a notice of defects filed in due time, the customer may demand supplementary performance, although we have the right to choose the type of supplementary performance (rectification of the defect or delivery of a defect-free item). If two attempts at supplementary performance are unsuccessful (failed supplementary performance), if we refuse supplementary performance, or if supplementary performance is unacceptable, the customer may withdraw from the contract, reduce the purchase price, or claim compensation in lieu of performance. The customer is obliged to grant us the necessary time and opportunity for the supplementary performance. If the removal or installation of the goods delivered by us also falls under the warranty, we have the right to choose whether to do this ourselves or have it done by a third party. The removal and installation costs shall be limited to 3 times the value of the goods.

7.2 No liability shall be assumed for negative effects to the delivery item resulting from natural wear, damage following risk transfer or incorrect handling.

7.3 We shall no longer be liable if the customer themselves or a third party has carried out subsequent work on and changes to our delivery without our prior consent, or if parts not delivered or approved by us have been used.

## **8. Payment terms:**

Invoices shall be issued upon dispatch. If goods that are ready for dispatch cannot be dispatched for reasons that fall within the customer's sphere of risk, the invoice shall nevertheless be issued and be due for payment. Our invoices are payable strictly net 14 days from the date of issue. The payment method invoice is not available to companies in the legal form of an entrepreneurial company (limited liability) [UG (haftungsbeschränkt)] and Ltd. (Limited Company); payment may only be made by credit card.

8.1 In the event of default, we shall be entitled to demand statutory default interest and a flat rate of EUR 40. The assertion of further damages is not excluded. The customer is permitted to provide documentary evidence that no damage or considerably less damage than the flat-rate fee has been incurred. Payments shall always be used to settle the oldest debt due, including interest on arrears, unless the customer expressly stipulates otherwise. Amounts shall first of all be credited against interest.

8.2 Unless the customer claims material defects, they shall only be entitled to set off undisputed or legally enforced claims or exercise a right of retention due to such claims. If payments are withheld, the customer's claim must be based on the same contractual relationship.

8.3 In the event of contracts for services, unconditional payment of our invoice shall be considered as unconditional acceptance of our service in addition to a waiver of any contractual penalty which may otherwise arise.

8.4 Discount or value vouchers may be redeemed in the Online Shop. Discount vouchers show a percentage value by which the purchase price is reduced in accordance with the following regulations. Value vouchers relate to a fixed amount in euros. A combination of several vouchers in one order is not possible.

8.5 The voucher is applied to the total order. To calculate the total discount amount, the individual items for discount vouchers shall each be reduced by the specified percentage based on the net value of the goods without metal surcharges. In the case of value vouchers, the value of the voucher is divided as a percentage of the individual articles ordered according

to the article value for calculating the total discount amount. The voucher code may not be applied to articles that already have a promotional price. Vouchers that refer explicitly to certain goods, articles, groups of articles or similar are excluded from the above provision.

8.6 Each voucher may only be redeemed once per customer number. A voucher may only be redeemed if the net value of the goods without metal surcharges is within the specified minimum and/or maximum order value. The redemption details of the respective vouchers may always be viewed in the corresponding redemption conditions.

8.7 Vouchers shall not be valid for purchases that have already been made or articles that have been exchanged. Vouchers, promotional prices and discounts may not be combined. They always refer to the net value of the goods without metal surcharges. Vouchers are usually subject to a time limit, which may be viewed in the redemption conditions. Furthermore, we reserve the right to end campaign prices and campaign discounts prematurely and to withdraw vouchers in the event of misuse.

8.8 Instead of paying on account, we also offer our customers payment by credit card. Payment may be made with Visa or Mastercard. Billing and payment transactions are not carried out by us, but by EVO Payments International GmbH, Elsa-Brändström-Straße 10-12, 50668 Cologne, Germany. You will exit the Lapp Online Shop website in order to enter your credit card details and other payment information. The entry is made on a website of EVO Payments International GmbH.

In the case of credit card payments, we shall issue the invoice after the outgoing goods have been booked; the contract is immediately fulfilled. Please keep a copy of the receipt. Lapp reserves the right to pass on any chargeback costs for credit card payments to the customer if they are the fault of the customer.

## **9. Retention of ownership:**

9.1 The goods delivered by us shall remain our property until all claims arising from the business relationship between us and the customer have been paid in full.

9.2 The customer is entitled to resell and/or process the goods subject to retention of ownership in the normal course of business, unless otherwise stated below. However, the customer is not permitted to pledge or assign the goods as security.

9.3 When processing, combining, mixing or blending reserved items with other items or objects which do not belong to us, we shall have co-ownership of the new object proportionate to the invoiced value of the reserved goods relative to the other items or objects at the point in time when processing, combining, mixing or blending took place. If the customer acquires sole ownership of the new item, the contractual partners hereby agree that the customer shall grant us co-ownership of the new item in a share that is proportionate to the invoiced value of the processed or combined, mixed or blended goods subject to retention of ownership relative to the invoiced value of the other processed goods or items. Production wages, overheads and other imputed cost factors shall not be taken into account when calculating our co-ownership share. The customer is obliged to disclose to us at any time at our request the calculations of its use of goods in order to determine our co-ownership share. It is hereby agreed that the customer shall store the items in which we have a co-ownership share for us free of charge.

9.4 The customer hereby assigns to us by way of security all claims from the resale of our

goods subject to retention of ownership in the amount of the purchase price agreed with us; we hereby accept this assignment. We shall only consent to resale if an effective transfer of claims can be made based on the above-mentioned assignment. Whether or not it is changed due to processing, combining, mixing or blending, if the goods subject to retention of ownership is resold together with other goods, the above-mentioned advance assignment shall only cover the invoiced value of the goods subject to retention of ownership resold with the other goods.

9.5 In the case of contracts for work and services where our retention of ownership expires upon their fulfillment, the customer's pay claim in the amount of the invoiced value of the processed goods subject to retention of ownership is hereby assigned to us; we hereby accept this assignment.

9.6 Until revocation by us, the customer is authorised to collect the claims assigned to us in advance on our account in their own name. The authorisation to collect shall expire even without our express revocation if the customer does not fulfil its obligations to us or if the customer suffers a financial collapse, in particular if an application for insolvency proceedings is made or if there are concerns that collected amounts cannot be transferred to us. In the case of advance payments on pay claims partially assigned to us, the customer is obliged to first set off the advance payment against the part of the claim not assigned to us. Between us and the customer, the partial amount not assigned to us shall always be deemed to have been repaid first by instalments collected by the customer.

9.7 The collection permission shall not authorize factoring. Nor do we agree to the assignment of the resale or pay claims assigned to us under a genuine factoring agreement.

9.8 At our request, the customer shall be obliged to provide written information at any time regarding the whereabouts of the goods subject to our reservation of title. The customer shall be obliged to name other co-owners as well as the debtors of the claims assigned to us, to provide us with all information on the assigned claims necessary for collection, to make available to us the documents necessary for collection, in particular the contractual documents and invoices, and to notify the debtor of the assignment whenever we might request such. The customer must provide us with notices of assignment at any time. They are obliged to inform us without undue delay of any impairment of our rights of retention of ownership or other securities, especially pledges.

9.9 If the customer acts in breach of contract, in particular if they are in default of payment of a claim arising from the business relationship, or if the customer suffers financial collapse, suspends payments, if court insolvency proceedings are filed against them or they ask their creditors for an out-of-court settlement, we may withdraw from the contract after setting a reasonable grace period and demand the return of the goods.

9.10 We undertake to release the securities to which we are entitled at the customer's request to the extent that the realisable value of our securities exceeds the claims to be secured by more than 20%; we shall be responsible for selecting the securities to be released.

## **10. Rights to documents; design and program changes:**

We reserve title and copyright to cost estimates, drawings and other documents; they must not be made accessible to third parties without our express consent. We reserve the right to make construction and design changes in the light of recent experience and improvements.

### **11. Onward delivery of goods abroad:**

Should goods be delivered abroad by a domestic customer, the customer shall be responsible for checking whether the goods to be exported are subject to restrictions under the Foreign Trade and Payments Act of the Federal Republic of Germany [Außenwirtschaftsgesetz, AWG], the EU's Dual-Use Regulation or US foreign trade law, or whether they violate embargo regulations. The fulfillment of a contract or an order by us shall be subject to the proviso that the fulfillment is not restricted by national or international regulations, in particular, export control regulations and embargoes or other restrictions.

### **12. No (re-)export to the Russian Federation or to Belarus:**

The [importer/buyer] is prohibited from selling, exporting or re-exporting, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014. The [Importer/Buyer] is prohibited from selling, exporting or re-exporting, either directly or indirectly, to Belarus or for use in Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EU) No. 765/2006.

The [importer/buyer] shall use its best endeavours to ensure that the purpose of paragraph (1) is not frustrated by third parties further down the supply chain, including potential resellers.

The [importer/buyer] will establish and maintain an appropriate monitoring mechanism to detect behaviour by third parties further down the supply chain, including potential resellers, that would defeat the purpose of paragraph (1).

Any culpable breach of paragraphs (1), (2) or (3) shall constitute a material breach of a primary obligation under this Agreement and shall entitle the [exporter/seller] to pursue appropriate remedies, including but not limited to:

- a. Termination of this agreement without notice for good cause; and
- b. a contractual penalty of 10% of the total net value of the respective order, whereby the [importer/buyer] is expressly permitted to prove that no damage has occurred or that the damage is significantly less than the contractual penalty.

The [importer/buyer] will inform the [exporter/seller] without delay of any problems in the application of paragraphs (1), (2) or (3), including any relevant third party activities that may defeat the purpose of paragraph (1). The [importer/buyer] shall provide the [exporter/seller] with relevant information on compliance with the obligations set out in paragraphs (1), (2) and (3) within two weeks of the simple request for such information.

### **13. Existing customer communication**

If you have purchased articles or services from us, we are entitled to send you information regarding similar items and services from our portfolio to the email address you provided when you made the purchase. You may object to the use of your email address in future by sending notification of your decision to the Lapp email address known to you or by clicking on the unsubscribe link in our emails. No costs shall be incurred for this other than your standard transmission rates.

**14. Place of performance, place of jurisdiction, final provisions:**

The place of performance for all obligations arising from this contract, in particular for the payment of the purchase price, and the exclusive place of jurisdiction is Stuttgart, Germany, provided that the customer is a merchant within the meaning of Sec. 38 (1) German Code of Civil Procedure [Zivilprozessordnung, ZPO]. This restriction shall not apply if the customer has no general place of jurisdiction in Germany. We shall nevertheless be entitled to institute legal proceedings at the customer's place of residence. The laws of the Federal Republic of Germany shall apply exclusively. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The application of German law is restricted to the extent and only applies to the extent that foreign law contains mandatory regulations and all elements of the facts were not located in Germany at the time the contract was concluded. The provisions of the law of that other state then apply, from which, according to the law of the other state, it is not possible to deviate by agreement.

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