

General Terms and Conditions of Sale

IVC Pragen GmbH

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1. Scope of Application

1.1 Our General Terms and Conditions of Sale ("GTCS") apply exclusively to all offers, deliveries of goods and services to entrepreneurs, legal entities under public law or special funds under public law within the meaning of sec. 310 para. 1 BGB (German Civil Code). Our GTCS do not apply to consumers within the meaning of sec. 13 BGB.

1.2 We do not recognise conflicting or deviating terms and conditions unless we expressly agree to their validity in writing. In principle, our GTCS also apply to all future transactions between the parties and also if we deliver unconditionally in knowledge of conflicting conditions.

1.3 Individual agreements take precedence over these GTCS.

1.4 Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, reminders, withdrawals) must be submitted in writing. Written form within the meaning of these GTCS includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and other evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.

2. Contract

2.1 All our offers are subject to change and non-binding. The customer's order is considered a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept the order within [three (3)] weeks of its receipt by us. With our order confirmation in writing or by delivery, a contract is concluded.

2.2 All agreements made at the time of conclusion of the contract are set out in writing in the contract, including these GTCS. Our employees are not authorized to make verbal agreements that deviate from or go beyond this.

3. Prices, terms of payment

3.1 The prices and terms of payment result from the underlying individual contracts.

3.2 Unless otherwise agreed in writing in individual cases, our prices are "ex works" plus any packaging costs. Any freight, transport, insurance costs (in particular transport insurance), customs duties and duties are not included in the prices quoted but will be invoiced separately.

The statutory sales tax is also not included in our prices; it is shown separately in the invoice at the statutory rate on the day of invoicing.

3.3 Payments are net cash and due within eight (8) days from the date of invoice. After the due date, we charge default interest in accordance with sec. 288 para. 2 BGB and are entitled to claim the lump sum for late payment of EUR 40.00 in accordance with sec. 288 para. 5 BGB. The assertion of further damages for delay is expressly reserved.

3.4 If the customer fails to comply with payment obligations or if we become aware of circumstances after the conclusion of the contract that are likely to significantly reduce the creditworthiness of the customer and the payment of our outstanding claims is jeopardized as a result, we are entitled – subject to further claims – to make all open claims immediately due, to demand collateral for this and/or to indemnify the current contract with the customer as well as other to withdraw from contracts already concluded with him and to make future deliveries dependent on an advance payment.

4. Offsetting, retention

4.1 The customer is only entitled to offset insofar as his counterclaims are undisputed or legally established.

4.2 The customer is only entitled to assert rights of retention based on counterclaims arising from the same contractual relationship.

4.3 The customer is free to assert excluded claims in court.

5. Transfer of risk, delivery and delivery time

5.1 The scope and content of the service owed result from the underlying individual contracts.

5.2 Unless otherwise agreed in individual cases, delivery is made ex works (EXW) in accordance with Incoterms 2020. Unless expressly agreed otherwise in writing, we ship the goods at the customer's expense and risk.

5.3 In principle, we are entitled to make partial deliveries that affect at least 25% of the order quantity to the usual commercial extent. In the case of contracts whose execution extends over a longer period of time (deliveries on demand), each delivery is considered to be a completed transaction. A defective or late partial delivery has no influence on the part of the contract that has not yet been executed.

5.4 We reserve the right to round up or down the order quantity by up to 10% if the purchase price is adjusted accordingly in order to be able to take into account

packaging units in stock or sensible batch sizes.

5.5 Compliance with our delivery obligation requires the timely and proper fulfillment of any obligation on the part of the customer. The plea of non-performance of the contract (sec. 320 BGB) and the objection of uncertainty (sec. 321 BGB) are reserved.

5.6 In the event of default of acceptance or other culpable breach of cooperation obligations on the part of the customer, we are entitled to demand compensation for the resulting damage, including any additional expenses. Further claims are reserved. In this case, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the time of default of acceptance or other breach of obligations to cooperate.

5.7 The agreement on any delivery periods is made individually and is only binding if the respective delivery period is confirmed by us in writing and is expressly designated as binding or "fixed".

5.8 All delivery periods specified by us do not begin until the customer receives our order confirmation. Binding delivery deadlines are met if we make the goods available ex works by their expiry.

5.9 The occurrence of our delay in delivery is determined by the statutory provisions. In any case (in the case of binding and non-binding delivery periods), a reminder by the customer is required for the occurrence of default. In the case of a non-binding delivery period, a reminder by the customer is possible two (2) weeks after this non-binding delivery period has been exceeded. If we are in default, the customer must set us a reasonable grace period of four (4) weeks for delivery, after the unsuccessful expiry of which he can withdraw from the purchase contract.

5.10 If we are in default with the delivery as a result of slight negligence, our liability for delay damages (damages in addition to the service) is limited to 5% of the net contract price of the lately delivered goods, whereby we reserve the right to prove that the customer has not suffered any damage at all or only a significantly lower damage than the above lump sum. Liability for injuries to life, limb or health remains unaffected. The customer is entitled to any claims for damages in lieu of performance in accordance with Section 9 of these GTCS.

6. Delay of performance at the request of the customer

6.1 If the delivery of the goods is delayed at the request of the customer, we are entitled to charge the customer flat rate storage costs in the amount of EUR 0.50 per

pallet per calendar day, starting with the delivery deadline or – in the absence of a delivery period – with the notification of the readiness for shipment of the goods. Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses) remain unaffected; however, the lump sum is to be offset against further monetary claims. The customer is entitled to prove that we have suffered no damage at all or only a significantly lower damage than the above lump sum.

6.2 We are also entitled to dispose of the affected goods elsewhere after setting and expiring a reasonable grace period and after corresponding advance notice and to supply the customer with an appropriately extended grace period. We will inform the customer of this grace period immediately.

7. Self-supply and force majeure

7.1 If, for reasons beyond our control, we do not receive, do not receive deliveries or services from our suppliers for the provision of our owed contractual delivery or service, despite proper and sufficient coverage prior to the conclusion of the contract with the customer in accordance with the quantity and quality of our supply or service agreement with the customers (congruent coverage), or if events of force majeure occur from of a not inconsiderable duration (i.e. with a duration of more than 14 calendar days), we will inform our customer in writing in good time. In this case, we are entitled to postpone the delivery or service for the duration of the hindrance or to withdraw from the contract in whole or in part because of the part that has not yet been fulfilled, provided that we have complied with our above obligation to provide information and have not assumed the procurement risk in accordance with sec. 276 BGB or a delivery or performance guarantee. Force majeure includes: strikes, lockouts, official interventions, shortages of energy and raw materials, transport bottlenecks or transport obstacles through no fault of our own, operational obstructions through no fault of our own – e.g. due to fire, water and engine damage – and all other obstructions which, from an objective point of view, have not been culpably caused by us.

7.2 If a delivery and/or service date or a delivery and/or service period has been bindingly agreed upon and the agreed delivery date or the agreed delivery period is exceeded due to events pursuant to Section 7 para. 1 of these GTCS, the customer shall be entitled to withdraw from the contract after the fruitless expiry of a

reasonable grace period on account of the part that has not yet been fulfilled. Further claims by the customer, particularly those for reimbursement of damages and expenses, are excluded in this case.

7.3 The above provision pursuant to para. 2 shall apply mutatis mutandis if, for the reasons specified in para. 1, it is objectively unreasonable for the customer to continue to adhere to the contract, even without a contractual agreement on a fixed delivery date.

8. Defect rights (warranty)

8.1 In the event of a breach of contractual obligations, the customer shall have the legal rights against us in accordance with the following provisions.

8.2 The relevant quality of the goods is determined exclusively by the specifications laid down in the respective individual contracts; Unless expressly agreed otherwise in writing, these specifications shall not be deemed to be an assurance of properties or an assumption of any guarantee of quality or durability.

8.3 The goods are considered to be free of defects if they do not have any deviations in shape, colour, structure or active ingredient content that go beyond the usual level, if there are no deviations from the characteristics agreed in writing and if the natural fluctuations remain within the usual commercial range. The prerequisite for all warranty rights of the customer is the proper fulfilment of all inspection and complaint obligations existing in accordance with sec. 377 HGB. The customer must therefore inspect the goods immediately, i.e. without culpable hesitation, after they have been made available at the designated place (EXW), and in doing so must complain in writing about recognisable defects, in particular those that are obvious; the complaint must be received by us within five (5) to seven (7) working days following the provision of the complaint at the latest. Deficiencies that initially remain hidden despite proper inspection must also be reported in writing; the complaint must be made no later than three (3) working days after the time when the customer discovers the defect or should have discovered it without gross negligence. In the event of violations of the above-regulated obligation to inspect and complain, the goods shall be deemed to have been approved. The goods are also considered approved if the customer processes or resells them, unless the defect was not recognizable during proper inspection.

8.4 In the event of justified and timely notice of defects, the customer is entitled to

subsequent performance during the warranty period; we have the right to choose the type of subsequent performance – either the removal of defects or the delivery of a defect-free item. We are entitled to make a second attempt at subsequent performance, provided that this is reasonable for the customer. If the second subsequent performance attempt also fails or if further subsequent performance attempts are unreasonable for the customer, the customer is entitled to reduce the purchase price or withdraw from the contract.

8.5 If the customer is held liable by his customer or a consumer for a defect in the delivered goods that already existed at the time of transfer of risk or is asserted by a consumer as an end customer, the customer's statutory recourse claims against us in accordance with sec. 478, 445b BGB remain unaffected.

8.6 In accordance with Section 9 of these GTCS, the customer can only assert claims for damages due to a defect if the subsequent performance has failed or we have refused the subsequent performance. The customer's right to assert further claims for damages in accordance with Section 9 of these GTCS remains unaffected.

8.7 Claims for defects against us are only available to the customer and are not transferable.

8.8 The limitation period for claims for defects is one year from the transfer of risk. This does not apply to the extent that the law pursuant to sec. 438 para. 1 No. 2 (Buildings and Objects for Buildings), 478, 445b BGB (Supplier Recourse) and 634a para. 1 No. 2 BGB (Building Defects) as well as in the case of injury to life, limb or health, in the event of an intentional or grossly negligent breach of duty by us and in the event of fraudulent concealment of a defect.

9. Liability

9.1 Unless otherwise provided for in these GTCS, including the following provisions, we shall be liable in the event of a breach of contractual and/or statutory obligations in accordance with the relevant statutory provisions.

9.2 Subject to the following provisions, we shall only be liable for damages – regardless of the legal reasons – in the event of intent or gross negligence as well as for the culpable breach of essential contractual obligations. In the event of a breach of a material contractual obligation due to simple negligence, the amount of damages is limited to the foreseeable damage that typically occurs in such a contract. A

material contractual obligation is an obligation whose fulfilment is essential for the proper execution of the agreement in the first place or on the compliance with which the customer has relied and was entitled to rely.

9.3 Liability in the event of injury to life, limb or health as well as mandatory provisions of the Product Liability Act remain unaffected by the above limitations of liability.

9.4 Further liability for damages is excluded – regardless of the legal nature of the claim asserted.

9.5 Liability for damage caused by delay is subject to Section 5 of these GTCS.

9.6 The above liability provisions apply mutatis mutandis if the customer demands reimbursement of futile expenses instead of a claim for damages.

9.7 Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, employees, employees, representatives and vicarious agents.

10. Ownership

10.1 We reserve title to all goods delivered by us ("reserved goods") until all our claims arising from the business relationship with the customer, including future claims arising from contracts concluded later, have been settled. This also applies to a balance in our favour if individual or all receivables are included by us in a current account (current account) and the balance has been drawn. This applies to the extent permitted by the law of the country in whose territory the goods are located in accordance with the contract. If this law does not permit the retention of title to the delivered goods, but allows the reservation of similar rights, we are entitled to assert these rights. The customer undertakes to support all measures to protect the property or security interests in the delivered goods.

10.2 The customer must insure the reserved goods according to the respective replacement value, in particular against fire and theft, as well as take out natural hazard protection insurance, which in particular also covers water and storm damage. Claims against the insurance company arising from a claim relating to the goods subject to retention of title are hereby assigned to us in the amount of the value of the goods subject to retention of title. We accept the assignment.

10.3 The customer is entitled to resell the delivered goods in the ordinary course of business. He is not permitted to make other dispositions, in particular pledging or granting of security property. If the goods subject to retention of title are not

paid for immediately by the third-party purchaser upon resale, the customer is obliged to resell only under extended retention of title, i.e. against assignment of the purchase price to the purchaser. The right to resell the goods subject to retention of title shall automatically lapse if the customer ceases to pay or defaults on payment to us.

10.4 The customer hereby assigns to us all claims, including securities and ancillary rights, which arise from or in connection with the resale of goods subject to retention of title against the end customer or against third parties. He may not enter into any agreement with his customers that excludes or affects our rights in any way, or nullifies the advance assignment. In the event of the sale of goods subject to retention of title with other items, the claim against the third-party customer in the amount of the net delivery price agreed between us and the customer shall be deemed to have been assigned, unless the amounts attributable to the individual goods can be determined from the invoice.

10.5 The customer remains entitled to collect the claim assigned to us until our revocation, which is permissible at any time. However, we undertake to revoke the direct debit authorization only if there is a legitimate interest on our part. Such a legitimate interest exists, for example, if the customer does not properly meet his payment obligations or defaults on payment. At our request, he is obliged to provide us with the information and documents required for the collection of assigned claims in full and, if we do not do so ourselves, to inform his customers immediately of the assignment to us.

10.6 If the customer accepts receivables from the resale of goods subject to retention of title into an existing current account relationship with its customers, it shall assign to us any recognized closing balance resulting in its favour in the amount of the amount corresponding to the total amount of the receivable from the resale of our goods subject to retention of title entered in the current account relationship. We accept the assignment.

10.7 Has the customer already assigned receivables from the resale of the goods delivered or to be delivered by us to third parties, in particular on the basis of genuine factoring (purchase of receivables in which the factor assumes the del credere function) or false factoring (purchase of receivables as a credit transaction, whereby the risk of irrecoverability remains with the receivables seller), or other agreement on the basis of which our current or future security interests pursuant

to Section 10 may be affected, he must notify us of this immediately. In the event of a false factoring, we are entitled to withdraw from the contract and demand the return of goods that have already been delivered. The same applies in the case of genuine factoring, if the customer cannot freely dispose of the purchase price of the receivable according to the contract with the factor.

10.8 In the event of non-contractual action on the part of the customer, in particular in the event of default of payment, we shall be entitled to take back all reserved goods after withdrawal from the contract. In this case, the customer is obliged to surrender the goods without further ado and bears the transport costs necessary for the return. The return of the reserved goods by us constitutes a withdrawal from the contract. In the event of withdrawal, we are entitled to use the goods subject to retention of title. The proceeds of the realization, less reasonable costs of the realization, will be offset against those receivables owed to us by the customer from the business relationship. In order to determine the stock of the goods delivered by us, we may enter the customer's business premises at any time during normal business hours. The customer must inform us immediately in writing of any access by third parties to goods subject to retention of title or claims assigned to us.

10.9 If the value of the collateral available to us under the above provisions exceeds the secured receivables by more than 10% in total, we are obliged to release collateral at our discretion at the request of the customer.

10.10 Processing of the reserved goods is carried out for us as the manufacturer, but without obligation. If the goods subject to retention of title are processed with other items that do not belong to us or are inseparably linked, we acquire co-ownership of the new item in the ratio of the net invoice amount of our goods to the net invoice amounts of the other processed or combined items. If our goods subject to retention of title are combined with other movable objects to form a single item, which is to be regarded as the main item, the customer transfers to us the co-ownership of them in the same proportion mentioned above. The customer keeps the property or co-ownership free of charge for us. The co-ownership rights arising thereafter shall be deemed to be reserved goods. At our request, the customer is always obliged to provide us with the information necessary to pursue our property or co-ownership rights.

11. Applicable law and jurisdiction

11.1 The law of the Federal Republic of Germany shall apply to these GTCS and the contractual relationship between us and the customer to the exclusion of uniform international law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11.2 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Hanover. However, in all cases we are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTCS or a priority individual agreement or at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular on exclusive competences, remain unaffected.



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