

## Preamble

SCHALLENKAMMER® MAGNETSYSTEME GmbH, represented by the managing directors Claus Schmidt and Markus Weißenberger, Wachtelberg 30, 97273 Kürnach, (hereinafter referred to as SCHALLENKAMMER) offers its customers a comprehensive portfolio of fixed and flexible permanent magnets for technical and organizational use.

## § 1 General, Scope, Changes

- (1) The following conditions conclusively regulate the contractual relationship between SCHALLENKAMMER and the respective customer and apply exclusively. In other words, contradictory or deviating conditions of the customer are not recognized, unless SCHALLENKAMMER has expressly agreed to them in individual cases.
- (2) These General Terms and Conditions apply exclusively to entrepreneurs. An entrepreneur within the meaning of these terms is a natural or legal person or a legal partnership acting in the exercise of its commercial or self-employed professional activity.
- (3) SCHALLENKAMMER reserves the right to change the General Terms and Conditions at any time without stating reasons. In this case, SCHALLENKAMMER will inform the customer at least four weeks before the changes take effect and provide the customer with the amended terms. If the customer does not agree to the amended terms within two weeks from the receipt of the notification of changes, SCHALLENKAMMER is entitled to terminate the respective contractual relationship at the time the amended terms are intended to take effect or to continue under the previous conditions.
- (4) In the event of conflicts within the contractual relationships between the parties, the following hierarchy shall apply:
  - a) individual agreements
  - b) these general terms and conditions
  - c) legal regulations.

## § 2 Conclusion of Contract, Subject Matter of the Contract

- (1) The subject matter of the respective contract is the sale of goods by SCHALLENKAMMER to the customer.
- (2) The purchase contract can be concluded in various ways:
  - a) The customer can place an order for the goods through the SCHALLENKAMMER website <https://www.schallenkammer.de/>. After submitting the order, the customer will receive an order confirmation, in which their data and order are listed again. This order confirmation does not constitute acceptance for the conclusion of the contract. An effective purchase contract is only concluded upon sending an order confirmation, at the latest upon delivery of the goods. Offers are non-binding.
  - b) It is also possible to place an order by mail, email, phone, fax, or in person. The respective contact details of SCHALLENKAMMER are available on the SCHALLENKAMMER website. The contract is concluded in this context individually according to the will of the parties. Any previous statements by the customer, especially confirmation letters, are only considered as an offer to conclude the contract.

- (3) The conclusion of the contract takes place exclusively in German or English. In case contract conclusions take place in English and a German version is available, the German version shall prevail in case of interpretation difficulties.
- (4) The scope of the order is determined by the order confirmation from SCHALLENKAMMER. Unless expressly agreed otherwise, all offers, including related documents such as illustrations, drawings, performance specifications, price lists, and other documents from SCHALLENKAMMER are non-binding. Subsequent changes and side agreements are effective only when confirmed in writing by SCHALLENKAMMER and obligate the customer to reimburse the already incurred costs and acknowledge any additional costs. The costs incurred for design processing are to be reimbursed unless final prices for products without design processing are indicated. Delivery options and restrictions on the quantity to be delivered remain expressly reserved, especially in the case of non-delivery, limited stock, or extraordinary events. Agreed delivery dates are non-binding and will be adhered to as far as possible. In case of exceeding the delivery time, a reasonable grace period must be set. Claims for damages of any kind are excluded in the event of delayed delivery.
- (5) Prices, unless otherwise agreed in writing, are understood as pure material prices ex works, excluding packaging and shipping. All prices are net euro prices plus the legally applicable value-added tax, unless otherwise agreed.
- (6) SCHALLENKAMMER may, unless otherwise agreed, use third parties in the performance of services. The provision deadlines extend, without prejudice to SCHALLENKAMMER's rights due to the customer's default, by the period in which the respective contracting party does not fulfill its obligations towards SCHALLENKAMMER.

### § 3 Processing of the Purchase Agreement, Shipping Costs

- (1) Our current delivery and shipping costs, available at <https://www.schallenkammer.de/lieferung>, apply.
- (2) Deliveries abroad are only made against advance payment. Deviating agreements require written form. For all export transactions, the regulations of the Federal Republic of Germany and the EU apply.
- (3) Upon conclusion of the purchase agreement, the payment of the purchase price becomes due immediately. The customer has the option to choose between various payment methods. SCHALLENKAMMER reserves the right to exclude certain payment options for deliveries abroad, for first-time orders, or for other reasons. In principle, payments on account must be made within 30 days after the due date.
- (4) Payment is made using the agreed-upon payment method.
- (5) If the customer is in default with the payment of the purchase price or the agreed compensation, SCHALLENKAMMER is entitled to refuse further services and interrupt ongoing services.
- (6) Objections to invoices must be raised in writing to SCHALLENKAMMER. Invoices from SCHALLENKAMMER are deemed approved by the customer if not objected to within four weeks of receipt. Timely dispatch of the objection is sufficient to meet the deadline.

- (7) In the event of premature termination of the contract, of any kind, services already provided by SCHALLENKAMMER up to the effective termination date are to be remunerated according to the contractual agreement. Any legal claims that SCHALLENKAMMER is entitled to due to premature termination remain unaffected.
- (8) SCHALLENKAMMER is entitled to withdraw from the contract if, despite the prior conclusion of a corresponding purchase contract, it does not receive the subject matter of the performance; SCHALLENKAMMER's responsibility for intent or negligence remains unaffected. In this case, SCHALLENKAMMER will promptly inform the customer about the non-availability and refund any consideration already provided. SCHALLENKAMMER reserves the right in this case to offer goods of equal price and quality, with the aim of concluding a new contract for the purchase of goods of equal price and quality.
- (9) The customer, in the case of a mutual commercial transaction within the meaning of the Commercial Code, is obliged to examine the ordered goods immediately after delivery. This applies in particular to the completeness and functionality of the goods. Defects discovered or readily ascertainable during this examination must be reported to SCHALLENKAMMER immediately. A detailed description of the defects must be attached. If the customer fails to report, the goods are deemed approved, unless it is a defect that was not recognizable during the examination.
- (10) Defects in goods that are not detectable within the scope of proper examination according to paragraph 9 must be reported to SCHALLENKAMMER immediately after their discovery, in the case of a mutual commercial transaction; otherwise, the goods are also deemed approved with regard to this defect.
- (11) In the case of chargebacks and refusal of acceptance for cash on delivery shipments, these additional costs will be invoiced to the customer.
- (12) SCHALLENKAMMER undertakes, after receiving the customer's order and in the case of advance payment, credit card, and/or PayPal, to send the goods to the customer immediately after the complete payment of the purchase price. Partial deliveries are permissible if reasonable for the buyer.
- (13) In the case of cash on delivery, SCHALLENKAMMER undertakes to send the goods to the buyer immediately after the conclusion of the purchase contract.
- (14) SCHALLENKAMMER points out that damages incurred by them due to incorrect age information, incorrect address information, or joke orders will be claimed against the customer.

### § 4 Warranty and Liability

- (1) SCHALLENKAMMER shall be liable for defects in the goods in accordance with the statutory provisions of sales law (Sections 434 et seq. BGB) unless otherwise specified in these terms and conditions. The subject of the contract is exclusively the SCHALLENKAMMER product and the SCHALLENKAMMER service with the characteristics and features as well as the intended use according to the individual contractual agreement and/or the product description accompanying the individual contract with the customer. Other or additional characteristics and/or features and/or a purpose beyond this are only considered agreed if expressly confirmed by SCHALLENKAMMER. Unless otherwise agreed between SCHALLENKAMMER and the customer, accompanying product descriptions and individually agreed quality do not constitute a guarantee of quality or durability within the meaning of Section 443 BGB.

- (2) For works and services, SCHALLENKAMMER assumes liability for ensuring that the agreed works and services meet the requirements agreed upon in the contract and are suitable for contractual use. The limitation period for defects according to Sections 634, 434, 435 BGB is one year from the start of the statutory warranty.
- (3) The warranty period for rights under Section 437 No. 1 and No. 3 BGB for new items, deviating from Section 438 (1) No. 3 BGB, is one year from the start of the statutory limitation period.
- (4) Liability for defects is excluded for defects caused by external influences not attributable to SCHALLENKAMMER or by improper use by the customer. It is also excluded if the customer or third parties make changes and/or additions to SCHALLENKAMMER's services without express written permission from SCHALLENKAMMER. However, the customer can provide evidence that the respective change and/or addition is not causally related to the defect.
- (5) The operating instructions, if available, are an integral part of the corresponding SCHALLENKAMMER product and an indispensable part of the contract for both contracting parties. Any liability and warranty expire immediately in the event of improper handling or violation of the instructions in this operating manual. The customer can provide evidence that the improper treatment and/or violation of the instructions did not lead to the respective damage and/or defect.
- (6) SCHALLENKAMMER's liability for defects in free services and/or rights granted free of charge, which do not belong to the contractually agreed scope of services, is limited to cases where SCHALLENKAMMER fraudulently conceals a defect and/or a defect in the right and/or the respective situation justifying liability.
- (7) The customer shall report defects immediately. The report can initially be made orally but must be submitted in writing no later than the third working day.  
A defect report may only be made by a qualified person and must meet the following requirements:
  - a) precise description of the problem (fault and problematic behavior)
  - b) a contact person with relevant information regarding the issue.
- (8) Before asserting claims for subsequent performance, the customer will, with due diligence, check whether a defect subject to subsequent performance exists. If an alleged defect is not subject to the obligation to remedy (apparent defect) or SCHALLENKAMMER incurs increased effort due to an insufficiently specific error report, the customer may be charged for SCHALLENKAMMER's services for verification and error correction at their current rates plus any incurred expenses, unless the customer could not have recognized the apparent defect even with due diligence.
- (9) The customer will assist SCHALLENKAMMER in determining and eliminating defects and provide immediate access to documents revealing the specific circumstances of the occurrence of the defect.
- (10) Subsequent performance is carried out at the discretion of SCHALLENKAMMER by rectifying the defect, delivering a part or another item that does not have the defect, or showing ways to avoid the effects of the defect. Claims for corresponding enrichment or damages remain unaffected.
- (11) The place of performance for subsequent performance is the registered office of SCHALLENKAMMER.
- (12) Defect notifications do not entitle withholding of agreed payments or offsetting.

- (13) Usage or processing instructions as well as assurances of certain characteristics do not release the customer from conducting their own suitability tests for the respective application. The customer undertakes to inform SCHALLENKAMMER about the proper use of the goods and the hazards in case of non-compliance towards their customers.
- (14) SCHALLENKAMMER is liable without limitation for damages caused intentionally or through gross negligence, for the fraudulent concealment of defects, for assuming a quality guarantee, for claims under the Product Liability Act, and for the violation of life, body, or health.
- (15) SCHALLENKAMMER is only liable for other damages if a duty is violated, the observance of which is of particular importance for achieving the purpose of the contract (cardinal duty).
- (16) In the case of slight negligence, liability is limited in amount to the foreseeable damage that typically must be expected to arise.
- (17) The above liability provisions also apply to vicarious agents of SCHALLENKAMMER.
- (18) In all other respects, liability is excluded.

### § 5 Registration

- (1) The customer has the option to register on our website and create a customer account.
- (2) To complete the registration, the customer must fill in various mandatory fields with data.
- (3) Once the customer-entered data for registration of the customer account has been received by the seller, the customer will promptly receive an automatic confirmation from the website regarding the registration to the email address provided by the customer.
- (4) The customer can create only one user account for themselves.
- (5) Within the scope of registration and platform usage, the customer must provide complete and truthful information. If there are any changes in this regard, the customer must update them promptly.
- (6) The customer can delete their account and associated information about themselves or their profile without stating reasons. However, this action results in the irreversible loss of data stored in their user account.
- (7) The registration and the creation of the customer account itself are free of charge for the customer.
- (8) Information regarding data protection can be found at:  
<https://www.schallenkammer.de/datenschutz>.

### § 6 Retention of Ownership, Transfer of Risk

- (1) SCHALLENKAMMER retains ownership of the respective delivered goods until full payment of all claims that have arisen up to the time of contract conclusion, delivery of the goods to the customer, or throughout the entire business relationship between the parties.

- (2) As long as retention of ownership exists, the customer may neither pledge nor assign the delivered goods for security purposes. In case of seizures on behalf of third parties, confiscations, or actions by third parties, the customer must indicate SCHALLENKAMMER's ownership and promptly notify SCHALLENKAMMER. Necessary costs incurred by SCHALLENKAMMER due to a lawsuit filed by it in accordance with § 771 ZPO (German Code of Civil Procedure) are to be borne by the customer within the framework of legal cost and fee regulations if cost reimbursement cannot be obtained from the third party. The same applies to costs of other necessary measures and expenses.
- (3) The customer is entitled to sell or process the delivered goods even before transfer of ownership in the ordinary course of business. In such cases, the following applies: In the event of resale, the customer hereby assigns to SCHALLENKAMMER all claims in the amount of the final invoice amount (including VAT) arising from the resale to its buyers or third parties, regardless of whether the delivered goods have been resold without processing or after processing. In the case of co-ownership by SCHALLENKAMMER, the assignment covers only a portion of the claim corresponding to SCHALLENKAMMER's co-ownership share. SCHALLENKAMMER undertakes not to disclose the assignment and not to collect the claim itself as long as the customer is not in default with its payment obligations. Under this condition, the customer remains authorized to collect the claim at any time. The customer is obligated at all times to provide SCHALLENKAMMER with comprehensive information about claims against third parties resulting from the resale.
- (4) In the case of a sale involving shipment, the risk passes to the entrepreneur upon handover to the transport company.

### § 7 Default and Default Costs

- (1) The customer is in default if payment is not made within 30 days after the due date.
- (2) SCHALLENKAMMER is entitled to charge a flat reminder fee of €5 for each reminder to the customer. The customer is allowed to provide evidence that no or only a lesser damage has occurred. The assertion of further reminder costs is expressly reserved.

### § 8 Acceptance for Works

To the extent that the services to be provided by the seller are works, the customer is obliged to inspect the services promptly upon notification of completion by SCHALLENKAMMER and to submit a written defect report with detailed information on identified defects to SCHALLENKAMMER within two weeks. If the customer does not raise any objections within the aforementioned period, the works are deemed to have been accepted.

### § 9 Usage Rights

- (1) SCHALLENKAMMER reserves ownership and all copyright-relevant usage rights to all models, tools, data, documents, especially plans, drawings, cost estimates, and designs, sent or otherwise made accessible to the customer, which formed the basis for contract negotiations, until the conclusion of the contract and full payment. The customer may not make these objects and documents accessible to third parties, disclose them, use them or reproduce them outside

the contractual purpose without express consent from SCHALLENKAMMER. If no contract is concluded or if the documents are no longer needed in the regular course of business, the documents must be returned or, in the case of electronic storage, permanently and sustainably destroyed. This excludes the storage of electronically provided data for the exclusive purpose of regular data backup/archiving.

- (2) SCHALLENKAMMER retains all industrial property rights (e.g., patents, trademark rights, utility model rights, design rights) to the designs, photos, patterns, inventions, or trademarks provided to the customer. The customer is not entitled to use the documents in any form other than necessary for the examination of the offer. In particular, passing them on to third parties is not allowed and leads to claims for damages in the amount of fictitious license fees.
- (3) All rights to any models, tools, data, documents, especially plans, drawings, cost estimates, and designs exclusively belong to SCHALLENKAMMER in the relationship between the contracting parties, unless rights are expressly granted to the customer by these terms and conditions or any other agreement. SCHALLENKAMMER is especially entitled to use any development and know-how from orders freely for further orders and to exploit them at its discretion.
- (4) Reproduction or alteration of the services provided by SCHALLENKAMMER requires the consent of SCHALLENKAMMER.
- (5) With complete, contractually agreed payment, the customer receives non-exclusive, unlimited usage rights to all services provided by SCHALLENKAMMER for the contractually presupposed use.
- (6) If infringements of intellectual property rights are asserted against the customer by third parties after the effective conclusion of the contract between SCHALLENKAMMER and the customer, the customer may not settle or make any concessions without the prior written consent of SCHALLENKAMMER.
- (7) The customer is obliged to ensure that the graphics, texts, images, information, data, photos, and files provided to SCHALLENKAMMER for the services to be provided by SCHALLENKAMMER do not violate legal regulations and/or the rights of third parties. The customer is further obliged to independently verify the legal permissibility of the commissioned services. This applies in particular if the services provided by SCHALLENKAMMER violate competition law, copyright, trademark law, or other legal provisions. If third parties assert claims against SCHALLENKAMMER under this clause, SCHALLENKAMMER will inform the customer immediately. The customer undertakes to indemnify SCHALLENKAMMER from any liability to third parties, support SCHALLENKAMMER in legal defense, and bear the costs of reasonable legal defense, provided SCHALLENKAMMER is not at fault.

### § 10 Force Majeure

SCHALLENKAMMER is exempt from the obligation to perform in cases of force majeure. Force majeure includes all unforeseen events and events whose impact on the fulfillment of the contract is beyond the control of either party. These events include, in particular, epidemics, pandemics, natural disasters, lawful labor strikes, even in third-party operations, and official measures.

### § 11 Final Provisions

- (1) These General Terms and Conditions and the respective concluded purchase contract are subject exclusively to German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) If the parties are merchants, the city of SCHALLENKAMMER's registered office is agreed upon as the place of jurisdiction for all disputes arising from or in connection with the present contract.
- (3) The place of performance is the registered office of SCHALLENKAMMER.
- (4) Should one or more clauses of these terms and conditions be wholly or partially ineffective, the validity of the remaining provisions shall not be affected.

Date: January 2024