



GENERAL TERMS AND CONDITIONS OF SALE

of the company MIK IINTERNATIONAL GmbH & Co. KG

Pröbstinger Weg 3, 59457 Werl-Sönnern

(As of December 2025)

I. General - Scope of Application

1. Only our terms and conditions of sale apply. Contrary terms and conditions of the buyer/purchaser – unless they have been accepted in our written order confirmation – do not apply. Our terms and conditions of sale also apply if we carry out the delivery without reservation in knowledge of conflicting conditions of the buyer/orderer.
2. All agreements made between us and the buyer for the execution of the contract are set out in writing.
3. Our terms and conditions of sale only apply to entrepreneurs within the meaning of § 310 para. 1 BGB.
4. If, after the conclusion of the contract, it turns out that our claim for payment is endangered by the buyer's/purchaser's lack of ability to pay, we are entitled to demand security within a reasonable period of time. If the buyer/purchaser does not comply with this request, we are entitled to withdraw from the contract.

II. Offer - Conclusion

1. Our offers are subject to change, unless otherwise expressly agreed.
2. The prices stated in the offer and order confirmation are net prices. The VAT applicable on the day of delivery/service must be added to them.
3. If the delivery does not take place until four months after the order confirmation, we reserve the right to check whether the agreed purchase price is still reasonable with regard to the materials to be processed, the energy costs and the personnel costs. In the event of a serious change (i.e. a demonstrable change in the total costs of more than 10%), the seller determines the additional or less amount to be paid at his equitable discretion (§ 315 BGB) and informs the buyer of the amount of the purchase price to be paid.

III. Scope of Delivery

1. The scope of delivery is determined by our written order confirmation.
2. Changes in design or form that are due to the improvement of the technology or the request of the legislator are reserved during the delivery period, provided that the delivery item is not significantly changed and the changes are reasonable for the buyer/purchaser.

IV. Prices and Terms of Payment

1. All prices are in EURO plus VAT ex works or warehouse, excluding freight, customs and packaging. The packaging will be charged at cost price.
2. Our invoices are due for payment within 30 days from the date of invoice without deduction, unless otherwise agreed. If you pay within 10 days of the invoice date, we will grant 2%. There is no entitlement to a discount as long as older, due invoices are unpaid. Exchange payments are not accepted.
3. In the event of late payment, we are entitled to charge 9% percentage points above the respective base interest rate p.a.
4. If the customer is more than two weeks in default with payment obligations or if a significant deterioration of his financial situation occurs, all outstanding claims until then become due for immediate payment.
5. The Buyer shall only be entitled to rights of set-off/retention to the extent that the counterclaim has been legally established, acknowledged by the Supplier or is undisputed. Incidentally, the buyer is only entitled to a right of retention to the extent that his counterclaim is based on the same contractual relationship.

V. Molds/Tools

1. The price of moulds also includes the cost of one-off sampling, but does not include the cost of the testing or processing equipment; surveying services as well as for changes initiated by the buyer. Costs for further sampling, for which we are responsible, are at our expense.
2. Insofar as we manufacture moulds for the buyer/purchaser ourselves or through a third party commissioned by us, we remain the owner of them. The pro-rata mould costs invoiced shall be borne by the buyer/purchaser. They shall be refunded to the buyer upon delivery by crediting 5% of the value of the goods from current invoices, but not more than until the total amount has been amortized. Moulds are only used for orders from the buyer/purchaser as long as the purchaser/purchaser meets its payment and purchase obligations. We carefully store the molds. We are not liable for damage caused by proper handling or normal wear and tear. Our obligation to store expires two years after the last delivery of parts from the mould and after prior notification of the customer/buyer.
3. If, according to the agreement, the buyer is to remain the owner of the form, ownership passes to the customer/buyer upon payment of the purchase price. The handing over of the moulds will be replaced by the agreement that we are exercising our duty of storage for the buyer/orderer. The mold remains in our factory for the duration of the item. In the event of supply difficulties as a result of force majeure (war, terrorist attacks, lockouts, shortages of raw materials or energy, operational or traffic disruptions, natural disasters, reactor accidents, government measures such as trade embargoes or quarantine orders, pandemics), in the event of unsatisfactory deliveries of quality and price increases that are out of the ordinary, which cannot be substantiated by increases in the price of raw materials and increases in the wage index the buyer/purchaser has the right to dispose of these forms.



4. In the case of the customer's own forms in accordance with paragraph 3 and/or forms provided by the buyer/purchaser on loan, our liability for storage and care is limited to the usual care in our own affairs. Costs for maintenance and insurance are borne by the buyer/purchaser. As long as the buyer/customer has not fully fulfilled his contractual obligations, we are entitled to a right of retention to these forms.

VI. Intellectual Property Rights

1. If we have to deliver according to drawings, models, samples or using parts provided by the buyer/purchaser, the buyer is responsible for ensuring that the property rights of third parties are not infringed in this context. We will draw the attention of the buyer/customer to the rights of third parties that have become known to us. The buyer/customer must indemnify us against claims by third parties and pay compensation for the damage incurred. If we are prohibited from manufacturing or delivering by a third party on the basis of a property right belonging to it, we are entitled – without examining the legal situation – to discontinue the commissioned work.
2. The drawings and samples provided to us that did not lead to an order will be returned on request. Otherwise, we are entitled to destroy them three months after the order has not been placed.
3. We are entitled to copyright and, if applicable, industrial property rights to the models, shapes and devices, designs and drawings designed by us or by a third party on our behalf.

VII. Delivery time

1. The delivery period begins after receipt of all documents required for the execution of the order and – if agreed – the deposit. If the buyer has to deliver reinforcement parts, the delivery period does not begin to run before they are received.
2. We are liable in accordance with the statutory regulations if the delay in delivery is due to an intentional or grossly negligent breach of contract for which we are responsible. Any fault on the part of our representatives or vicarious agents is attributable to us. If the delay in delivery is due to a grossly negligent breach of contract for which we are responsible, our liability is limited to the foreseeable, typically occurring damage.
3. We shall also be liable in accordance with the statutory provisions insofar as the delay in delivery for which we are responsible is based on the culpable breach of an essential contractual obligation. In this case, liability for damages is limited to the foreseeable, typically occurring damage.
4. In the event of a delay in delivery for which we are responsible, we shall be liable for each completed week in the amount of 2% of the purchase price, but not more than 10% of the purchase price.

VIII. Liability for defects in the delivery

1. The contractually agreed characteristics are primarily decisive for determining whether the goods manufactured by us are free of material defects. If we present the customer with average failure samples for testing, these are the decisive criterion for determining the absence of material defects.
2. The buyer is solely responsible for the structurally correct design of blown and injection-moulded parts as well as for their practical suitability, even if we have advised him during development, unless the damage is based on an intentional or grossly negligent error in advice on our part. This does not apply to the extent that an offence pursuant to IX number 2 exists.
3. Defects must be reported to us in writing immediately, but no later than 10 days after receipt of the delivery at the destination or after discovery of the defect.
4. We are liable for defects in the delivery item as follows:
We undertake to remedy defects in the delivery item at our discretion either by repair or replacement. If two attempts at rectification or a replacement delivery fail, the customer can withdraw from the contract or demand a reduction of the purchase price and – if the legal requirements are met – damages instead of performance.
5. We assume no liability in the event of unsuitable improper use, incorrect installation or commissioning by the customer or third parties, natural wear and tear, incorrect or negligent handling, unsuitable equipment or chemical, electrochemical or electrical influences, unless the defect is due to fault on our part.
6. The limitation period for claims for defects is 2 years. It begins with the transfer of the risk of the delivery item to the customer.

IX. Liability and Damages

1. If we are guilty of a breach of duty in the form of intent or gross negligence, then we are liable in accordance with the statutory provisions. We are also liable for damages resulting from injury to life, limb or health that are based on a negligent or intentional breach of duty on the part of us or our legal representatives or vicarious agents. Liability for damages on the basis of the Product Liability Act remains unaffected.
2. We are also liable if the damage incurred is based on the breach of a material contractual obligation (cardinal obligation). A cardinal obligation is such a fundamental and essential contractual obligation, the fulfilment of which makes it possible to achieve the purpose pursued by the customer by concluding the contract in the first place and on the fulfilment of which the customer has relied and was entitled to rely. If we are liable in this respect, our liability is limited to the damage foreseeable at the time of conclusion of the contract.
3. In the event of property damage or consequential damage caused by our negligence, we shall be liable in such a way that we limit our liability to the customer to the compensation of the liability insurance. However, this limitation of liability only applies if the insured sum insured by the insurance company is within the scope of the foreseeability of the above property damage or consequential damage.
4. In the event of liability under the Product Liability Act, our liability for property damage to commercially used items or to the defective product is limited to the compensation of the product liability insurance. This limitation of liability does not



apply in the case of intentional action and only occurs if the insured sum insured by the insurance is within the scope of the foreseeability of the above property damage or consequential damage.

5. Insofar as liability for damages against us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, employees, employees, representatives and vicarious agents.
6. We are only liable for damages within the scope of paragraphs 1 to 4. Any further liability for damages of any kind and regardless of the legal basis is excluded vis-à-vis us.

X. Supplier recourse

Insofar as the customer is claimed by an end consumer due to a defect in the delivery for which we are responsible, the recourse claims to which the customer is entitled against us shall become time-barred within five years, calculated from the transfer of risk of the respective delivery. However, recourse is limited to the fact that the customer can demand reimbursement of the defect remediation expenses from us. In all other respects, the above provision on liability and damages (number IX) remains in force.

XI. Retention of Title

1. We reserve ownership of the delivery item until full payment of the purchase price, including the fees agreed for any ancillary services. The retention of title shall remain in force until all claims arising from the respective business relationship have been satisfied, regardless of the legal basis on which these claims are based and whether they are based on default interest or legal costs.
2. Any processing or processing of the goods subject to retention of title is carried out exclusively for us. If the customer installs them in third-party goods, we become co-owners of the newly created products in the ratio of the value of the reserved goods to that of the third-party goods used. The products created in this way are also considered to be reserved goods to which we are entitled.
3. The customer is only entitled to resell the goods subject to retention of title under retention of title. Other dispositions, pledges or transfers of title by way of security are not permitted. In the event of access by third parties to the goods subject to retention of title, the customer must point out our ownership and notify us immediately.
4. As a precautionary measure, the customer assigns to us all claims to which he is entitled from the resale of the goods subject to retention of title with ancillary rights in the amount of the value of the goods subject to retention of title. We accept this assignment today. As long as the customer duly meets his payment obligations, he is authorized and obliged to collect the assigned claims on our behalf. If the customer is in default of payment, we are entitled at any time to revoke the direct debit authorization and to notify the customer's customers of the assignment as well as to take back the goods subject to retention of title or, if necessary, to demand the assignment of the customer's claims for restitution against third parties.
5. At our request, the customer will disclose the assignment and provide us with the necessary information and documents without delay. In the event of default in payment and in the event of an application for the opening of insolvency proceedings over the customer's assets, we are entitled to immediately take possession of the delivered goods; at the same time, the demand for withdrawal constitutes a withdrawal from the contract. This does not apply insofar as we seize the goods subject to retention of title for ourselves. The transport and other costs incurred by us as a result of the return shall be borne by the customer.
6. We undertake to release the collateral to which we are entitled to the extent that the realizable value of our collateral exceeds the receivables to be secured by more than 20%. It is up to us to select the securities to be returned.

XII. Place of performance and jurisdiction

1. The place of performance for all deliveries and payments is Werl.
2. The place of jurisdiction for all disputes arising out of or in connection with this contract is Werl. However, we reserve the right to sue the buyer in the court of his domicile as well. The same applies to cheque and bill of exchange liabilities.
3. German law applies exclusively. The application of the CISG is excluded.

XIII. Final Provisions

1. Changes or additions to the contract, including these GTC, must be made in writing. This shall also apply to any amendment or addition to this provision.
2. Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected. In this case, the contracting parties are obliged to cooperate in the creation of provisions by which a result that comes as close as possible to the invalid provision is legally effective.