



General Terms and Conditions of Supply
of RM Components GmbH

Version: May 2026

Allgemeine Lieferbedingungen (ALB)

§ 1 Scope

- (1) All supplies, services and offers of RM Components GmbH, O'Brien-Straße 5, 91126 Schwabach, Germany (hereinafter the "Seller") – including those initiated or concluded via the Seller's web shop accessible at shop.rm-components.de – are made exclusively on the basis of these General Terms and Conditions of Supply (hereinafter the "GTC"). The GTC apply only to entrepreneurs (within the meaning of sec. 14 of the German Civil Code – BGB), legal persons under public law and special funds under public law.
- (2) The GTC form part of all contracts which the Seller concludes with its contractual partners (hereinafter also referred to as the "Customer" or "Buyer") for the supplies or services offered by the Seller. Unless otherwise agreed, the GTC in the version valid at the time of the order shall also apply as a framework agreement to similar future contracts, without the Seller being required to refer to them again in each individual case.
- (3) Any general terms and conditions of the Customer or of third parties shall not apply, even if the Seller does not separately object to their validity in an individual case. Even where the Seller refers to a document that contains, or refers to, general terms and conditions of the Customer or of a third party, this shall not constitute consent to the application of those terms and conditions.
- (4) Individual agreements – in particular framework supply agreements, quality assurance agreements and the information set out in the Seller's order confirmation – shall take precedence over these GTC.

§ 2 Offer and Conclusion of Contract

- (1) All offers of the Seller are non-binding and subject to change, unless they are expressly marked as binding or contain a specific acceptance period.
- (2) Orders or purchase orders placed by the Customer shall be deemed a binding offer of contract. Orders referring to an offer of the Seller may only be placed within thirty (30) calendar days from the date of the offer, unless a different period is specified in the offer. The Seller may accept the offer of contract within fourteen (14) days of receipt. Acceptance may be declared by order confirmation in text form (sec. 126b BGB) or by commencement of performance.
- (3) The contractual relationship between the Seller and the Customer is governed exclusively by the contract concluded in text form, including these GTC. Oral commitments made by the Seller prior to the conclusion of the contract are not legally binding, and oral agreements between the parties shall be superseded by the agreement in text form, unless it is expressly stated that they continue to apply.
- (4) Amendments and modifications to the agreements made, including these GTC, require text form to be effective. With the exception of managing directors and authorised signatories (Prokuristen), the Seller's employees are not entitled to make any oral agreements deviating from these terms.
- (5) Information provided by the Seller regarding the subject matter of the supply or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data), as well as illustrations thereof (e.g. drawings and images), are only approximately authoritative, unless usability for the contractually intended purpose requires precise conformity. They do not constitute guaranteed characteristics, but descriptions or designations of the supply or service. Customary commercial deviations and deviations resulting from statutory provisions or constituting technical improvements, as well as the substitution of components by equivalent parts, are permitted, provided they do not impair usability for the contractually intended purpose.
- (6) The Seller reserves the title and copyright to all offers and cost estimates submitted by the Seller, as well as to all drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the Customer. The Customer must not, without the Seller's express consent, make such items or their content accessible to third parties, disclose, use or reproduce them itself or have them used or reproduced by third parties.

§ 2a Reservation of Self-Supply

- (1) To the extent that the Seller does not deliver the goods offered or ordered from its own warehouse stock, performance is subject to the timely and

proper supply by the Seller's upstream suppliers and manufacturers (reservation of self-supply). For each order accepted under such reservation, the Seller will without undue delay place a congruent covering transaction with a reliable supplier.

- (2) If the Seller is unable to render the supply in whole or in part because, despite having concluded a congruent covering transaction, it is not supplied at all or not in time by its upstream supplier or manufacturer, the Seller will notify the Customer without undue delay. In such case, any consideration already rendered by the Customer will be refunded without undue delay.
- (3) The Seller is not liable for the impossibility of delivery resulting from a failure of self-supply, provided that the Seller has complied with the obligations under paras (1) and (2).
- (4) The reservation under para (1) does not apply to deliveries from the Seller's own warehouse stock.

§ 2b Special Provisions for Orders via the Web Shop

- (1) Where the Customer places orders via the Seller's web shop accessible at shop.rm-components.de, the following provisions apply in addition to § 2 of these GTC. In the event of conflict between § 2 and § 2b, § 2b shall prevail.
- (2) The presentation of goods in the web shop does not constitute a binding offer by the Seller, but an invitation to the Customer to submit an offer (invitatio ad offerendum).
- (3) The Customer submits a binding offer of contract by completing the order process in the web shop and clicking the order button labelled "Order with obligation to pay" (Zahlungspflichtig bestellen) or a similar unambiguous wording. Before submitting the order, the Customer has the opportunity to review its entries at any time and to amend them using the usual processing and correction functions.
- (4) The Seller will confirm receipt of the order without undue delay by email in text form (acknowledgement of receipt). This acknowledgement of receipt does not yet constitute a binding acceptance of the offer of contract. The contract is concluded only upon a separate order confirmation in text form issued by the Seller, or upon handover of the ordered goods to a transport service provider, whichever occurs first. The Seller may accept the offer of contract within fourteen (14) days of receipt.
- (5) These GTC are brought to the Customer's attention during the order process by way of express reference and provision of the full GTC document (direct link with save and print functionality), and are incorporated into the contract. The Customer confirms their incorporation before submitting the order. The Seller stores the conclusion of the contract and the incorporated GTC; upon the Customer's request, these will be made available to the Customer in text form.
- (6) The contract language is German. To the extent the web shop is available in further languages, in case of doubt the German version of these GTC shall prevail.
- (7) The web shop is exclusively directed at entrepreneurs within the meaning of sec. 14 BGB, legal persons under public law and special funds under public law. Orders by consumers (sec. 13 BGB) are not provided for; if the status as entrepreneur is not unequivocally established, the Seller is entitled to refuse acceptance of the offer of contract.

§ 3 Prices and Payment

- (1) The prices apply to the scope of supplies and services set out in the order confirmation. Additional or special services will be invoiced separately. Prices are quoted in EUR ex warehouse, plus packaging and statutory value added tax (VAT), and, for export deliveries, plus customs duties, fees and other public charges, unless otherwise agreed.
- (2) Invoice amounts must be paid within fourteen (14) days without any deduction, unless otherwise agreed in writing. The date of receipt of payment by the Seller is decisive. If the Customer fails to pay when due, the outstanding amounts shall bear interest from the due date at a rate of nine (9) percentage points above the applicable base rate (sec. 288 (2) BGB); the right to assert higher interest and further damages in case of default remains unaffected.
- (3) The Customer may set off against the Seller's claims, or withhold payments on the basis of counterclaims, only to the extent that such counterclaims

are undisputed or have been finally and bindingly determined by a court, or arise from the same contract.

- (4) The Seller is entitled to render outstanding supplies or services only against advance payment or the provision of security if, after conclusion of the contract, the Seller becomes aware of circumstances which are liable to materially reduce the Customer's creditworthiness and which jeopardise payment of the Seller's outstanding claims.
- (5) Price adjustment in continuing obligations. For contracts with a term of more than four months, the following provisions apply:
 - a) The prices agreed upon conclusion of the contract are based on the cost prices (purchase prices from the manufacturer/upstream supplier) prevailing at the time of conclusion of the contract, as well as on the Seller's logistics and administration costs. As a rule, cost prices account for at least 80 % of the offered price. Where a different weighting applies in an individual case, this will be set out in the offer.
 - b) If the Seller's cost prices change after the expiry of two months from conclusion of the contract by more than 5 % compared to the cost price used at the conclusion of the contract, the Seller is entitled and obliged to adjust the prices in line with the percentage share of the cost prices in the overall price.
 - c) Price adjustments take place both in case of cost increases and in case of cost reductions. Cost reductions are passed on to the Customer applying the same criteria and within the same timeframe as cost increases. Increases in one cost category will only be relied upon for a price increase to the extent they are not offset by decreases in other cost categories.
 - d) The Seller must notify the Customer of the price adjustment in text form at least four weeks before it takes effect. Upon the Customer's request, the Seller must provide suitable evidence – in particular current manufacturer price lists. The notice must separately point to the right of extraordinary termination under lit. e) below.
 - e) In case of price increases exceeding 15 % compared to the last agreed price, the Customer has a right of extraordinary termination with a notice period of four weeks, taking effect at the time the price increase takes effect. Orders already bindingly called off are not affected by such termination.
 - f) The above provisions do not apply to individual orders with a delivery period of up to two months.

§ 3a Acceptance Obligation and Call-off Modalities

- (1) Individual orders (order type S). For individual orders, the Seller places the order with the manufacturer upon receipt of the order. The Seller does not maintain its own stock. The obligation to accept arises upon receipt of the order confirmation.
- (2) Delivery schedules (order type L). For delivery schedules with a term of 12 to 48 months, the Seller orders the goods on a rolling basis with the manufacturers in line with the customer's release schedules, without maintaining a dedicated customer stock. The following graduated commitment horizons apply to delivery schedules:
 - a) Firm horizon (0–8 weeks before the delivery date): release schedules are 100 % binding. Cancellations and quantity changes are excluded.
 - b) Semi-firm horizon (8–16 weeks before the delivery date): quantity adjustments of up to ± 20 % compared to the original release schedule are possible. Cancellations are excluded.
 - c) Forecast horizon (more than 16 weeks before the delivery date): release schedules constitute non-binding planning quantities for capacity and material planning purposes.
- (3) Framework agreements (order type R). For framework orders with a term of 12 to 24 months, the Seller secures the overall quantities with the manufacturers and physically holds quarterly quantities in stock. The Customer is obliged to take 100 % of the agreed quarterly quantities. Pull-ins and postponements are possible within 12 weeks compared to the original release schedule.
- (4) If the Customer fails to take, or to take in time, the quantities bindingly owed under paras (1) to (3), the Seller may set the Customer a reasonable grace period of at least four weeks. Upon expiry of the grace period without result, the Seller is entitled to withdraw from the contract and to claim

damages. Storage costs for non-accepted goods amount to 0.25 % of the invoice amount per commenced week.

- (5) The specific call-off modalities – in particular the assignment to order types S, L or R, the term, the minimum and quarterly quantities and any deviating horizons – result from the respective offer of the Seller.
- (6) Non-cancellable, non-returnable orders (NCNR). Where the Seller indicates in the offer or order confirmation that certain items are classified as "NCNR" (Non-Cancellable, Non-Returnable), cancellation or return of such items after order confirmation is excluded. The NCNR classification is based on manufacturer specifications and applies in particular to customer-specific special manufactures, products with limited further use and products designated by the manufacturer as non-cancellable.

§ 4 Delivery and Delivery Time

- (1) Deliveries are made ex warehouse.
- (2) Periods and dates for deliveries and services indicated by the Seller are always merely approximate, unless a fixed period or date has been expressly promised or agreed. Where shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the carrier, freight forwarder or other third party entrusted with the transport.
- (3) The Seller may – without prejudice to its rights arising from default of the Customer – demand from the Customer an extension of delivery and performance periods, or a postponement of delivery and performance dates, by the period of time during which the Customer fails to comply with its contractual obligations vis-à-vis the Seller.
- (4) The Seller is not liable for impossibility of delivery or for delivery delays caused by force majeure or by other events not foreseeable at the time of conclusion of the contract and for which the Seller is not responsible. These include in particular operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official authorisations, governmental measures, pandemics, epidemics, natural disasters, trade restrictions, sanctions, embargoes or the absence, incorrectness or untimeliness of supply by upstream suppliers. To the extent such events materially impede or render impossible the delivery or performance by the Seller and the impediment is not merely temporary, the Seller is entitled to withdraw from the contract. In the case of impediments of a temporary nature, the delivery or performance periods shall be extended, or the delivery or performance dates postponed, by the period of the impediment plus a reasonable start-up period. Where, as a result of the delay, acceptance of the supply or service is unreasonable for the Customer, the Customer may, by immediate declaration to the Seller in text form, withdraw from the contract.
- (5) The Seller is entitled to make partial deliveries if the partial delivery is usable for the Customer within the scope of the contractually intended purpose, delivery of the remaining ordered goods is ensured, and no significant additional effort or costs are incurred by the Customer as a result.
- (6) If the Seller is in default with a supply or service, or if a supply or service becomes impossible, the Seller's liability for damages is limited in accordance with § 8 of these GTC.

§ 5 Place of Performance, Shipment, Packaging, Passing of Risk, Acceptance

- (1) The place of performance for all obligations arising from the contractual relationship is 91126 Schwabach, Germany, unless otherwise stipulated.
- (2) The mode of shipment and packaging are at the dutiful discretion of the Seller.
- (3) The risk passes to the Customer at the latest upon handover of the delivery item (whereby the start of the loading process is decisive) to the freight forwarder, carrier or other third party entrusted with the shipment. This also applies where partial deliveries are made or where the Seller has assumed other services. If shipment or handover is delayed for reasons attributable to the Customer, the risk passes to the Customer on the day on which the delivery item is ready for shipment and the Seller has notified the Customer accordingly.
- (4) Storage costs after passing of risk are borne by the Customer. Where storage is carried out by the Seller, storage costs amount to 0.25 % of the invoice amount of the items to be stored per commenced week. The right

to assert and demonstrate further or lower storage costs remains reserved.

- (5) The shipment is insured by the Seller only upon the express request and at the cost of the Customer.
- (6) Where an acceptance has to take place, the purchased item shall be deemed accepted where the Seller has notified the Customer of completion, referring to the fiction of acceptance under this paragraph, and requested the Customer to accept the item, where twelve (12) business days have elapsed since delivery, or where the Customer has commenced use of the purchased item and in this case six (6) business days have elapsed since delivery, and the Customer has not refused acceptance within this period due to a material defect notified to the Seller.

§ 6 Warranty, Material Defects

- (1) The warranty period is one year from delivery or, where acceptance is required, from acceptance. This period does not apply to claims for damages by the Customer arising from injury to life, body or health, or from intentional or grossly negligent breaches of duty by the Seller or its vicarious agents, which become time-barred in accordance with the statutory provisions.
- (2) The items supplied shall be carefully examined without undue delay after delivery. They shall be deemed approved by the Buyer with regard to obvious defects unless the Seller receives a notice of defects in text form within seven (7) business days after delivery. With regard to other defects, the delivery items shall be deemed approved by the Buyer unless the notice of defects is received by the Seller within seven (7) business days after the time at which the defect became apparent. At the Seller's request, a defective delivery item must be returned to the Seller carriage paid.
- (3) In case of material defects in the delivered items, the Seller shall, at its discretion to be exercised within a reasonable period, be obliged and entitled, in the first instance, to either cure the defect or to deliver a replacement. In the event of failure, the Customer may withdraw from the contract or reasonably reduce the purchase price.
- (4) Where a defect is attributable to fault on the part of the Seller, the Customer may claim damages subject to the conditions set out in § 8.
- (5) In case of defects in components of other manufacturers which the Seller cannot remedy for licensing or factual reasons, the Seller shall, at its discretion, either pursue its warranty claims against the manufacturers and suppliers for the Customer's account or assign such claims to the Customer. Warranty claims against the Seller in respect of such defects shall only exist where the judicial enforcement against the manufacturer was unsuccessful or is futile.
- (6) The warranty does not apply where the Customer modifies the delivery item, or has it modified by third parties, without the Seller's consent, and remedying the defect is thereby rendered impossible or unreasonably difficult.

§ 7 Industrial Property Rights

- (1) The Seller warrants, in accordance with this § 7, that the delivery item is free from industrial property rights or copyrights of third parties.
- (2) In the event that the delivery item infringes an industrial property right or copyright of a third party, the Seller shall, at its discretion and at its expense, either modify or replace the delivery item in such a way that no rights of third parties are infringed any longer, or procure for the Customer the right of use by concluding a licence agreement. If this is not achieved within a reasonable period, the Customer is entitled to withdraw from the contract or to reasonably reduce the purchase price. Claims for damages are subject to the limitations set out in § 8 of these GTC.
- (3) For infringements of rights by products of other manufacturers, the provisions of § 6 para (5) apply accordingly.

§ 8 Liability for Damages

- (1) The Seller's liability for damages, on whatever legal grounds, is limited in accordance with this § 8, in each case to the extent that fault is required.
- (2) The Seller is not liable in case of simple negligence on the part of its governing bodies, legal representatives, employees or other vicarious agents, unless such negligence concerns a breach of essential contractual obligations. Essential contractual obligations are the obligation to deliver

the delivery item in due time, its freedom from defects in title and from material defects which more than insignificantly impair its functionality or fitness for use, as well as advisory, protection and care obligations intended to enable the Customer to use the delivery item as contractually agreed, or aimed at protecting the life or limb of the Customer's personnel or its property against significant damage.

- (3) To the extent the Seller is liable for damages on the merits under § 8 para (2), this liability is limited to damages which the Seller foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or which it should have foreseen applying customary commercial care. Indirect damages and consequential damages are recoverable only to the extent that such damages are typically to be expected upon the intended use of the delivery item.
- (4) The above exclusions and limitations of liability apply to the same extent in favour of the Seller's governing bodies, legal representatives, employees and other vicarious agents.
- (5) To the extent the Seller provides technical information or acts in an advisory capacity, and such information or advice does not form part of the contractually agreed scope of services, this is provided free of charge and to the exclusion of any liability.
- (6) The limitations under this § 8 do not apply to the Seller's liability for intentional conduct, for guaranteed characteristics, for injury to life, body or health, or under the German Product Liability Act (Produkthaftungsgesetz).

§ 9 Retention of Title

- (1) The retention of title agreed below serves to secure all current and future claims of the Seller against the Buyer arising from the supply relationship existing between the contracting parties.
- (2) The goods delivered by the Seller to the Buyer remain the property of the Seller until full payment of all secured claims (hereinafter the "goods subject to retention of title" – Vorbehaltsware).
- (3) The Buyer holds the goods subject to retention of title in safekeeping for the Seller free of charge.
- (4) The Buyer is entitled, until the event of realisation occurs (para 9), to process and to sell the goods subject to retention of title in the ordinary course of business. Pledging and assignment by way of security are not permitted.
- (5) Where the goods subject to retention of title are processed by the Buyer, it is hereby agreed that such processing is carried out on behalf and for account of the Seller as manufacturer, and that the Seller directly acquires title or – in case of processing involving materials from several owners – co-ownership in the newly created item in proportion to the value of the goods subject to retention of title compared to the value of the newly created item.
- (6) In the event of resale of the goods subject to retention of title, the Buyer hereby, by way of security, assigns to the Seller the claim arising therefrom against the acquirer. The Seller revocably authorises the Buyer to collect the assigned claims in its own name. The Seller may only revoke this collection authorisation in the event of realisation.
- (7) If third parties seize the goods subject to retention of title, in particular by way of attachment, the Buyer shall without undue delay draw their attention to the Seller's title and inform the Seller thereof.
- (8) The Seller will release the goods subject to retention of title, as well as items or claims substituted for them, to the extent that their value exceeds the amount of the secured claims by more than 10 %. The selection of the items to be released shall be made by the Seller.
- (9) If the Seller withdraws from the contract due to conduct of the Buyer in breach of contract – in particular default of payment – (event of realisation), the Seller is entitled to demand the return of the goods subject to retention of title.

§ 10 Final Provisions

- (1) Where the Customer is a merchant (Kaufmann), a legal person under public law or a special fund under public law, or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship shall, at the Seller's option, be 91126 Schwabach or the registered seat of the Customer. For actions against the Seller, however, the registered seat of the Seller shall be the ex-

clusive place of jurisdiction in such cases. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected.

- (2) The relationship between the Seller and the Customer is exclusively governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- (3) Should any provision of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by the relevant statutory provisions.

The Seller's data protection information pursuant to Articles 13 and 14 GDPR is available at <https://www.rm-components.de/datenschutz>.

Governing Language

These General Terms and Conditions of Supply have been issued in German and English. In the event of any discrepancy, inconsistency or conflict between the two language versions, the German version shall prevail.