

General Business Terms and Conditions

Last revised: September 2026

MOLL bauökologische Produkte GmbH

Rheintalstraße 35-43, 68723 Schwetzingen, Germany

§ 1 Applicability of Conditions

(1) These General Business Terms and Conditions apply to all our contracts, offers, deliveries and other services – and to those in the future as well – exclusively if the customer is an entrepreneur within the meaning of § 14 German Civil Code (BGB), a legal entity under public law or a public special fund.

(2) Side agreements and modifications to these General Business Terms and Conditions and additions to or the exclusion of these General Business Terms and Conditions and any warranty declarations or other assurances made by our employees, staff or other representatives are not valid unless they have been confirmed in writing by our management and only apply to the respective transaction for which they were agreed.

(3) Our General Business Terms and Conditions apply exclusively. Any terms and conditions of business of the customer that conflict with, differ from or supplement these General Business Terms and Conditions are hereby rejected and do not become part of the contract unless we had expressly agreed in writing to their application. The customer's standard terms and conditions of business will not apply even if they have been sent to us with the order in a letter of confirmation or in some other way and we do not expressly state that we will not accept them or if we make the delivery to the customer without reservation.

§ 2 Conclusion of Contract, Offer Documents

(1) As a matter of principle our offers are non-binding unless they are expressly marked as binding.

(2) A contract is not valid until our written confirmation of the order has been received or until the order has been delivered by us. The customer is bound to its order for 14 days from receipt unless otherwise stated in the order.

(3) The customer is to inform us of any obvious errors (typographical and arithmetical errors) and omissions in our offer or in the order confirmation; otherwise the contract is not considered to have been concluded.

(4) We reserve all title, copyright and property rights in all drawings, illustrations and cost estimates attached to our offers as well as all other documents, materials and other items we have provided to the customer. These documents may not be disclosed to third parties or put to commercial use without our prior written consent and must be returned to us on request without undue delay.

§ 3 Supply

(1) We may supply more or less than the quantity agreed to the extent which is customary in commercial practice.

(2) We may supply goods or services in part-deliveries provided that (a) a part-delivery or partperformance is suitable for the customer's contractually intended use, (b) rendering of the remaining delivery or performance is secured and (c) the customer does not face significant additional costs due to the part-performance or part-delivery or we confirm that we will bear such costs.

(3) The delivery periods or delivery dates stated by us are non-binding as a matter of principle unless a fixed delivery period or date has been expressly promised or agreed.

(4) Our observance of the bindingly agreed delivery periods and delivery dates stated is contingent on proper and punctual fulfilment of all obligations incumbent upon the customer.

(5) Unless otherwise agreed, delivery will be ex-works our warehouse in Edingen (TTM GmbH/MOLL global logistics center, Mannheimer Straße 58, 68535 Edingen-Neckarhausen) in accordance with INCOTERMS 2020. Delivery periods and delivery dates will thus be deemed to have been met if, by this date, the goods have been made available to the customer at our warehouse or are ready for dispatch and the customer has been notified accordingly.

(6) Our obligation to supply the goods and services will be contingent upon our having been supplied in a proper and timely manner by our own suppliers, provided we have duly ordered the goods or services on our part (congruent covering transaction) and did neither act negligently nor intentionally with regard to the delays in performance or delivery on the part of our own suppliers.

(7) If delivery is delayed owing to force majeure, including without limitation measures related to operational disruptions of any kind, fire, natural disasters, epidemics, pandemics, weather, floods, war, insurrection, terrorism, transport delays, labour disputes, strikes, lawful lockouts, shortages of labour, energy or raw materials, delays in granting required official permits, official or sovereign measures, as well as the occurrence of other events for which we are not responsible, that were not foreseeable at the time the contract was concluded and that could not be avoided even with reasonable care, the delivery period will be extended by a reasonable period. This also applies if such circumstances occur at our own suppliers. We will notify the customer of the beginning

and end of such hindrances. If events which release the parties from their performance obligations last for longer than three months, or if it is clear that the events will last for longer than three months, each party will have a right to rescind the contract affected by the event. If the contract includes a recurring obligation, each party will have a corresponding right to termination without notice for good cause.

(8) In the event of a delay in delivery the customer can demand, provided the statutory conditions are satisfied, not only delivery but also reimbursement of any actual proven loss it has incurred as a result of the delay. Such compensation may not exceed 0.5 % of the value of the delivery concerned per week of default and no more than 5 % on aggregate unless we have acted with intent or gross negligence. This does not affect the customer's right to rescind the contract and/or to claim compensation owing to non-fulfilment pursuant to § 8 once a reasonable subsequent deadline set in writing by the customer has expired.

(9) If the customer is in default of acceptance, we will invoice the ordered goods, irrespective of our claim to fulfilment and other rights, and store these goods at the customer's expense and risk. Insurance cover will only be obtained by us at the request and cost of the customer. If such storage is on our own premises, we may charge a storage flat rate of EUR 2.00 per week for each pallet of storage; the parties reserve the right to provide documentary evidence that the actual costs are higher or lower.

§ 4 Dispatch at Request of Customer, Pallets and Packaging

(1) At the request of the customer, we will dispatch the goods to the place of destination specified by the customer (sales shipment) to the account of and at the risk of the customer. If the goods are shipped with our own vehicles or vehicles leased by us, the risk transfers to the customer as soon as the goods are moved for loading purposes from the ground into the transport vehicle. If transport becomes impossible through no fault of our own (ohne Eigenverschulden), the risk will transfer to the customer when it is reported that the goods are ready for dispatch.

(2) The customer is to inform the freight forwarder, carrier or other person designated to carry out the shipment of the loss of or any damage to the goods externally visible on delivery and send us a copy of such report. The customer is to inform the freight forwarder, carrier or other person designated to carry out the shipment of other damage in text form (by post, fax or email) at the latest 7 days after delivery and send us a copy thereof.

(3) If the goods are delivered on deposit pallets or EURO pallets, these are to be returned immediately upon delivery to the freight forwarder, carrier or other person designated to carry out the shipment. If the pallets are not returned, the freight forwarder, carrier or other person designated to carry out the shipment is entitled to charge the customer for the pallets.

(4) Packaging can be returned to our works during regular working hours. Packaging is to be returned empty, free of foreign materials and non-product-related contamination, and sorted in accordance with different packaging. If the above-mentioned duties are not fulfilled, we may charge the customer for any extra cleaning and sorting which this may cause.

§ 5 Prices and Terms of Payment

(1) Price quotations in price lists or catalogues can be changed at any time.

(2) Therefore as a matter of principle, the prices due will be as specified in our order confirmation.

(3) We reserve the right to amend the prices accordingly if, once the contract has been concluded, costs increase or decrease, in particular owing to the conclusion of tariff agreements, changes in the price of the materials and energy consumed or changes in transport costs, provided delivery is not to be made within two months of conclusion of the contract. The same will apply if a delivery and performance period of less than two months had been agreed, but delivery could not be made by us until later than two months after confirmation of the order for reasons for which the customer is responsible. Evidence of increases in costs will be provided to the customer on request.

(4) Our prices ex warehouse in Edingen will be exclusive of packaging, carriage and prevailing VAT, other taxes, charges and other public fees or customs duties.

(5) The purchase price will be due for immediate payment after delivery of the goods on the day of receipt of the invoice. Diverging agreements are only valid if these are confirmed expressly in our order confirmation. Discounts will only be granted to the extent printed on the invoice.

(6) We are not required to accept bills of exchange; a bill of exchange or a cheque will definitely only be accepted on account of performance. Any associated costs will be to the account of the customer and will be paid in advance in cash.

(7) The customer will be in default at the latest if it does not make payment within 30 days of delivery of the goods, due date and receipt of invoice unless it neither acted negligently nor internationally with regard to the default. We are entitled to demand default interest in accordance with the statutory provisions. We reserve the right to claim for further losses incurred as a result of default and statutory interest after the due date (§§ 352, 353 German Commercial Code (HGB)). This will have no effect on any further-reaching claims and rights.

(8) The customer is only entitled to set off or retention if the counterclaims are recognised

by us, have been ascertained as final and absolute by a competent court or are undisputed.

(9) We are entitled to refuse the execution or performance of outstanding deliveries or services if, after the conclusion of the contract, a material deterioration in the financial situation of the customer arises or becomes recognisable, which could jeopardise the fulfilment of the customer's obligation towards us. Our right to refuse performance will lapse if payment is made or security has been provided for it. If, after we have set a reasonable deadline, the customer chooses neither to make payment nor to provide a security deposit concurrently against the delivery or service, we may rescind the contract after the deadline has expired without performance having been provided and demand advance payment for any future deliveries or services.

§ 6 Reservation of Title

(1) We reserve title in the goods supplied (»Retained Goods«) until all amounts, present and future, due to us under the business relationship with the customer have been settled in full. Where a current account is maintained with the customer, reservation of title serves to secure any claim we may have on the current balance.

(2) If the customer processes or alters the Retained Goods, this will always be performed for us without giving rise to any obligation on our part. If in their processing the Retained Goods are combined with other items which do not belong to us, we will acquire pro-rata co-ownership in the new item commensurate with the ratio of the value of the Retained Goods supplied to that of the other processed items at the time of processing. The customer hereby transfers and assigns this co-ownership to us, and we accept this transfer and assignment. The customer will therefore hold the resulting sole ownership or co-ownership in safe custody on our behalf.

(3) In the event that the Retained Goods are combined, blended or mixed inseparably with movable items of the customer in such a way that the customer's item must be considered the main item, the customer hereby transfers to us its ownership in the overall item pro rata commensurate with the value of the Retained Goods to the value of the other combined or mixed items. We hereby accept this transfer. If the Retained Goods are combined or mixed with movable items belonging to a third party in such a way that the item belonging to the third party must be regarded as the main item, the customer hereby assigns to us any claim for remuneration which the customer may have against a third party in the amount equal to the invoiced value of the Retained Goods. We hereby accept this assignment. The customer will therefore hold the resulting sole ownership or co-ownership in safe custody on our behalf free of charge.

(4) The item created as a result of combining or mixing (»New Item«) or the (co-)ownership rights in the New Item attributable to us pursuant to § 6 (2) and (3) and the claims of the remuneration assigned pursuant to § 6 (6) serve as security for claims in the same way as the Retained Goods themselves pursuant to § 6 (1).

(5) The customer may re-sell the Retained Goods or the New Item in the ordinary course of business subject to reservation of title. The customer must ensure that amounts due owing to such resale are assigned to us pursuant to § 6 (6) and (7). The customer may not make any other disposals.

(6) The customer hereby assigns to us its claims from the onward sale of the Retained Goods or the New Item together with all ancillary rights. We hereby accept these assignments. These serve as security for us to the same extent as the Retained Goods. If the customer sells the Retained Goods or the New Item along with other goods which were not supplied by us, the claim will only be deemed to have been assigned in the value of the final invoice amount for resale of the Retained Goods. For the resale of goods in which we have co-ownership pursuant to § 6 (2) or (3) or statutory provisions on combining, blending and mixing, the claim is deemed to have been assigned pro rata based on our co-ownership share. If the customer is a works contractor for building construction, an outside plant or part thereof and if the customer uses Retained Goods or New Items to provide its service under the contract for work and services and if it can demand a security payment pursuant to § 648 German Civil Code (BGB) or § 648a German Civil Code (BGB) from its contractual partner owing to the claims from the contract for works and services, the customer assigns to us its remuneration claims against its contractual partner with the above-mentioned security rights in the amount of its payment obligation for the Reserved Goods. We hereby accept this assignment.

(7) If the customer includes claims for amounts from resale of Retained Goods or New Items in a current account with any of its contractual partners, it hereby assigns to us any balance or final credit balance which may exist in its favour, the amount assigned corresponding to the total amount of claims included in such current account from resale of the Retained Goods or New Items. We hereby accept this assignment. § 6 (6) sentences 3 and 4 will apply mutatis mutandis.

(8) The customer is authorised to collect any claims assigned to us under the resale of the Retained Goods or the New Item. This will not affect our right to collect the claim ourselves. However, we undertake not to collect such claim and not to rescind the authorisation to collect such claims assigned to us until the conditions set out in § 6 (9) have been satisfied. The customer may not assign claims from re-selling on to third parties.

(9) We may revoke the authorisation to re-sell the Retained Goods or a New Item pursuant to § 6 (5) and the authorisation to collect claims assigned to us pursuant to § 6 (8) if the customer defaults on payment or ceases payments or in the event of an application to commence insolvency proceedings or in other cases where the customer's credit standing and trustworthiness are impaired. If we revoke the authorisation to re-sell or collect, the customer must inform its contractual partners without undue delay

that claims have been assigned to us and provide us with whatever information and documents necessary to enable us to collect such claims. Moreover, in such an event the customer must transfer to us any securities to which it is entitled with regard to claims against its contractual partners, which we hereby accept.

(10) The customer may not pledge the Reserved Goods or transfer title in them as security. The customer is required to inform us without undue delay and in writing of pledges, other interventions by third parties or claims asserted by third parties. In the case of pledges, we should be sent a copy of the pledge report at the same time so that we can proceed against this, in particular so that we can file third-party actions in opposition pursuant to § 771 German Code of Civil Procedure. If the third party is unable to reimburse us for the costs of an action incurred in or out of court pursuant to § 771 German Code of Civil Procedure, the customer is liable for our deficit.

(11) The customer undertakes to look after the Retained Goods or the New Item. In particular, the customer must insure the Retained Goods adequately against the risk of fire, water damage and theft on a replacement-value basis at its own cost. It hereby assigns its claims under the insurance policies to us, which we hereby accept.

(12) If the reservation of title or the claim assignment is invalid or unenforceable owing to mandatory foreign statutory requirements, the parties will be deemed to have agreed to the security which corresponds to the reservation of title or the claim assignment in this respect. If this requires collaboration from the customer, it must take whatever measures are necessary to create and maintain the security.

(13) We hereby undertake to release the securities to which we are entitled at the customer's request to the extent that the realisable value of our security exceeds the claim secured by more than 10 %; we will elect which securities to release at our discretion.

§ 7 Warranty, Notification of Defects

(1) We warrant that our goods correspond to the specification applicable on conclusion of the contract and that they are free of manufacturing and material defects unless otherwise agreed. We do not assume any further warranty. In particular, the customer must ensure that the goods are suited to the purpose intended by it unless otherwise explicitly agreed. If requirements have been agreed with regard to a specific feature of the goods, this excludes other requirements relating to the feature, even if they would correspond to the objective requirements for the goods.

(2) Departures in colour, quality of the surface, measurements, firmness and water absorption caused by the raw materials used and the way in which they are processed are not deemed to be defects.

(3) The customer is to inspect the goods without undue delay after delivery and in as far as this is practicable in the normal course of business. It must report any obvious defects in writing without undue delay, but no more than seven days after receipt, and any latent defects in writing without undue delay after discovery, but no more than three days after discovery. Claims may not be asserted after these periods have expired. The complaint regarding the defects will be deemed to have been made in a timely manner if it is sent by the applicable expiry date.

(4) If faulty goods are delivered and a complaint is duly and properly filed in accordance with § 7 (3), the customer will first give us the opportunity to improve the goods or replace them, as we so choose (»Subsequent Performance«). The customer is entitled pursuant to the statutory provisions to rescind the contract or to reduce the purchase price if Subsequent Performance is impossible, is unsuccessful, is unreasonable for the customer, is not executed within a reasonable deadline set in writing by the customer or if a deadline can be dispensed with in accordance with the statutory provisions. In the event of minor defects the contract may not be rescinded. Customer claims for compensation exist in accordance with the statutory provisions and § 8 these General Business Terms and Conditions.

(5) If our operational, maintenance or processing remarks are not followed, if changes are made to the goods, if parts are exchanged or if expendable supplies are used which do not correspond to the original specifications, we will not be liable insofar as the defect is based thereon.

(6) If the customer asserts claims owing to a defect in a third-party product delivered by us and if the supplier of the third-party product does not work as our vicarious agent, the defect claims of the customer are initially restricted to the assignment of our defect claims against the third party insofar as we only forwarded the goods as a third-party product to the customer. If the customer cannot successfully assert its defect claims against the third party out-of-court, we will have secondary liability for defects in accordance with the provisions of this section.

(7) Claims of the customer for reimbursement of expenses pursuant to § 445a (1) German Civil Code (BGB) are excluded unless the last contract in the supply chain is a sale of consumer goods (§§ 478, 474 German Civil Code BGB). Claims of the customer for compensation or reimbursement of futile expenditure (§ 284 German Civil Code (BGB)) only exist in accordance with the provisions of § 7 (8) and § 8, even in the event of defects in the goods.

(8) The limitation period for any claims which the customer may have, other than compensation claims pursuant to § 8, is 12 months from delivery of the goods concerned. This does not apply if the goods are usually used for construction and caused the defect or we failed to give notice of the defect with malicious intent or assumed a warranty for the quality of the goods. The statutory provisions on the limitation period for recourse

claims pursuant to §§ 478, 479 German Civil Code (BGB) remain unaffected.

§ 8 Liability for Damages

(1) Unless otherwise set out in these General Business Terms and Conditions, we are liable for a breach of contractual and non-contractual duties as provided for by statute.

(2) We will be liable without limitation for intent and gross negligence on our part and intent and gross negligence on the part of our legal representatives and vicarious agents. If we or our legal representatives or vicarious agents have not acted with intent, liability is restricted to foreseeable damage typical for this type of contract.

(3) Also we will be liable without limitation for negligent injury to life, limb and health caused by us, our legal representatives or vicarious agents and in the event of wilful failure to disclose a defect or in the event of assumption of a guarantee which – if breached – renders us liable for compensation. In the latter case, the extent of liability is based on the wording of the guarantee.

(4) We will also be liable if we, our legal representatives or vicarious agents negligently or intentionally breach duties which are material for due execution of the contract and on which the customer can reasonably expect to be able to rely. If we or our legal representatives or vicarious agents have not acted with intent, liability is restricted to damage typical for this type of contract and foreseeable when the contract is concluded.

(5) This has no effect on mandatory liability under the German Product Liability Act (ProdHaftG) as amended from time to time.

(6) In all other respects, our liability is excluded irrespective of the legal reason unless set out otherwise in these General Business Terms and Conditions.

(7) Where our liability is excluded or limited in accordance with the above provisions, this also applies to the personal liability of our bodies, statutory representatives, employees, staff and vicarious agents.

(8) No shift in the burden of proof is justified by the provisions in this § 8.

(9) The customer will notify and consult us comprehensively and without undue delay if it intends to claim for compensation in accordance with the aforementioned provisions. The customer is to provide us with an opportunity to examine the loss occurrence.

§ 9 Rights to Documents and Data Provided by the Customer

(1) The customer will ensure that, for the performance of our service and delivery obligations and for all actions required by us in connection with the conclusion and performance of a contract, it only provides us with such drawings, illustrations, plans or other documents, information and data in which it either holds all intellectual property rights (in particular copyrights and industrial property rights) or has been granted a valid right of use by the rights holder.

(2) The customer grants us a non-exclusive, geographically unlimited right to use the drawings, illustrations, plans and all other documents, information and data provided by it exclusively for the purpose stated in § 9 (1), limited to the duration of the contract (including the warranty period and any statutory retention periods) and free of charge.

(3) The customer will indemnify us on first demand against all third-party claims and costs incurred by us in connection with such claims which are asserted against us by third parties due to a breach of the customer's obligations under § 9 (1) unless the customer is not responsible for the breach.

§ 10 Supplementary Provisions for the Delivery of Non-fungible Items to Be Manufactured

In the event that a contract for the delivery of a non-fungible movable item to be manufactured or produced is concluded in accordance with the provisions of § 2, the statutory provisions will apply unless deviating agreements have been made (a) in these General Business Terms and Conditions (e.g. § 8) or (b) by individual agreement.

§ 11 Special Provisions in Connection with Our Service Hotline

(1) Our advice and recommendations («Proposals») with regard to component testing and building-physics aspects in the context of the technical hotline are non-binding, relate exclusively to our goods and are based on the data provided by the customer. We are not required to check the accuracy, completeness and/or reliability of the data and information provided by the customer. Our Proposals do not constitute planning services or other services for the customer's construction project. The Proposals are made by us free of charge.

(2) In any case, the customer remains required to examine our Proposals, including our goods, for their suitability for the specific purpose and construction project it has planned, if necessary by trial processing or creating a trial surface and with the involvement of architects, specialist engineers or other specialists or experts.

(3) With regard to our liability, the provisions of § 8 will apply accordingly.

§ 12 Place of Performance, Place of Jurisdiction, Applicable Law

(1) The place of performance and Subsequent Performance is our Edingen warehouse, from which we deliver.

(2) Schwetzingen will be the exclusive place of jurisdiction for all disputes that arise directly or indirectly from these General Business Terms and Conditions or the contractual relationship between us and the customer or in connection with this. However, we also have the right to file claims at the general place of jurisdiction of the customer. This provision also applies to claims from bills of exchange, cheques or deeds.

(3) These General Business Terms and Conditions and all legal relationships between us and the customer will be governed exclusively by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

§ 13 Severability

Should an individual provision of these General Business Terms and Conditions be or become invalid, this will not affect the validity of the other provisions. Should that occur, the parties will negotiate in good faith to replace the invalid provision with a valid provision, which reflects as closely as possible the economic purpose of the invalid provision. The same will apply in the event of a lacuna.