

Terms & Conditions**The ball is in your court!****§ 1 General and Scope of Application**

- (1) These General Terms and Conditions (GTC) govern all deliveries and services provided by microball GmbH. They apply exclusively to customers who are entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law, or special public funds.
- (2) Our GTC are binding and decisive. Deviating or supplementary terms and conditions of the customer shall only become part of the contract if we expressly and in writing agree to their application. This also applies if we carry out our services unconditionally in the knowledge of such terms.
- (3) Individual agreements between us and the customer, such as side agreements, additions, or amendments, take precedence over these GTC. Proof of such agreements is made by written contracts or our written confirmation.
- (4) Unless otherwise agreed, these GTC also apply to future, similar business relationships. The version of these GTC valid at the time of contract conclusion or the last version communicated in text form applies, without us needing to refer to the GTC again.
- (5) Our offers are non-binding. Information on our website serves solely for presentation purposes and does not constitute a legally binding offer. A contract for the delivery or service is only concluded upon our explicit or implied acceptance of the customer's offer.
- (6) If we issue an order confirmation, it becomes part of the contract. The customer is obliged to immediately check the content of the order confirmation for correctness upon receipt.
- (7) We reserve the right to deviate from the agreed performance if this is necessary for production or organizational reasons, and the changes are reasonable for the customer in terms of type and scope. Due to production reasons, quantity deviations of up to ± 10% are possible.
- (8) The customer is obliged to provide all relevant information and documents before placing the order. This includes specifications, requirements for samples, material and test certificates, applicable legal standards, as well as further specifications such as quality assurance or logistics requirements. Subsequent changes or requests will only be considered as a gesture of goodwill or charged based on effort.
- (9) microball GmbH reserves the right to withdraw from the delivery contract without liability for damages if unforeseen difficulties arise during production that cannot be solved with reasonable effort and were unforeseeable. This does not apply in the case of gross negligence by microball GmbH.

§ 2 Delivery

- (1) The scope of the delivery is determined by the information in the order confirmation, if one is issued.
- (2) Deviations in dimensions, weights, or quantities within customary trade tolerances are permissible.
- (3) Delivery dates are non-binding and serve merely as a guideline unless a specific delivery date has been expressly agreed or confirmed in the order confirmation.
- (4) We reserve the right to adjust the specifications of the goods if this is legally required. However, such changes must not result in a deterioration of the quality or intended usability of the goods. Furthermore, minor customary deviations in quality, dimensions, weight, color, or equipment are permissible and deemed in accordance with the contract.
- (5) Partial deliveries are permissible if they are reasonable for the customer. Partial delivery is particularly reasonable if it can be used for the contractual purpose, the delivery of the remaining goods is secured, and no additional costs arise for the customer.

§ 3 Prices and Payment Terms

- (1) The stated prices are ex works or warehouse and do not include packaging and shipping costs or the applicable sales tax, which will be charged additionally.
- (2) Packaging, shipping, and freight costs will be invoiced to the customer based on the prices applicable at the time of delivery by microball GmbH, along with any additional incidental costs, unless otherwise agreed.
- (3) Reusable packaging used for shipping must be returned to us. Alternatively, the customer can provide packaging of the same type, quantity, and quality for exchange. If the reusable packaging is neither returned nor exchanged, it will be invoiced separately to the customer.
- (4) Single-use packaging and other transport aids will not be taken back. The customer is obliged to dispose of these at their own cost.
- (5) Our invoices are due for payment within 14 days after receipt of the invoice and goods, unless otherwise agreed.
- (6) Discounts for early payment (cash discounts) are only possible by express written agreement. No discount will be granted if the customer is in default with payments for previous deliveries.
- (7) If we issue bills of exchange, this is only after prior written agreement. In this case, the customer bears all discount expenses and other costs. Payment is considered made only when the amount is irrevocably credited to our account.
- (8) The customer may only offset claims against our claims, withhold payments, or raise the defense of non-performance of the contract if their counterclaims are legally established, recognized, or undisputed. This does not apply in cases of defects in the performance, where the customer's rights remain unaffected. The customer is also entitled to offset without restriction if their claim is closely related to our main claim.
- (9) microball GmbH reserves the right to adjust prices unilaterally if material, production, procurement, labor, energy, social security, environmental regulations, currency regulations, customs duties, freight costs, or public charges increase. The condition for this is that these factors affect the costs of manufacturing or procuring the goods or the agreed services, and more than four months pass between the conclusion of the contract and delivery. If a cost increase for individual factors is offset by cost reductions for other factors, a price increase is excluded. Similarly, a cost reduction that is not offset by other cost increases will result in a price reduction for the customer. If the new price increases by 20% or more compared to the original price due to the price adjustment, the customer has the right to withdraw from contracts that have not been fully performed. This right of withdrawal must be asserted immediately after the notification of the new price.

§ 4 Delivery Deadlines and Delay

- (1) The delivery deadlines begin upon receipt of the order confirmation, but at the earliest when all outstanding questions between us and the customer are finally clarified before production.
- (2) In case of force majeure, strikes, or other unforeseeable disruptions in our operations or at our suppliers, as well as delays in delivery from our suppliers, the delivery period will be extended by the duration of the hindrance. We will inform the customer as soon as possible about the start and end of such circumstances.
- (3) If we are in default of delivery and the customer suffers damage as a result, they may claim a delay compensation. This amounts to 0.5% of the value of the affected delivery part for each full week of delay, but a maximum of 5% of the value of the delayed delivery scope. Further claims due to delay are governed exclusively by the provisions in Section 7.
- (4) If it has been agreed with the customer that a specific delivery quantity will be delivered within a defined period ("closing period"), and the customer can determine the delivery dates, the delivery calls must be made at least six weeks before the desired delivery date. After the closing period has expired, we are entitled to deliver the remaining quantities and invoice them accordingly.
- (5) Partial deliveries are permissible if they are reasonable for the customer.

§ 5 Transfer of Risk

- (1) The risk of accidental loss or deterioration of the goods passes:
 - In case of an agreed collection obligation, to the customer as soon as the goods are handed over.
 - In case of a shipment obligation, to the customer upon delivery to the carrier, freight forwarder, or another company appointed for shipment, but at the latest when leaving our factory, warehouse, branch, or manufacturing plant. However, if a delivery obligation has been agreed, the risk passes only upon delivery at the agreed location. This also applies to partial deliveries.
- (2) Unless otherwise agreed, delivery is made according to the ex works (Incoterms 2020) rule. In the case of collection and shipment obligations, the customer bears the risk and costs for the transport of the goods.
- (3) microball GmbH takes out a transport insurance policy that protects the goods against typical transport risks. The costs for this are borne by the customer.

§ 6 Liability for Defects

- (1) The customer is obligated to inspect the deliveries immediately in accordance with § 377 HGB and to submit any complaints in writing. Complaints about obvious defects, incorrect deliveries, or quantity errors must be reported to us in writing without delay, but no later than one week after receiving the goods.
- (2) Any other defects must be reported in writing immediately after they are discovered.
- (3) We are liable for defects that were present at the time of the transfer of risk, in accordance with the statutory defect claims, subject to the following provisions.
 - (4) For material defects, we provide a warranty for a period of 12 months, starting from the date of transfer of risk, or, if the customer refuses acceptance, from the date the notice of readiness for the goods to be taken over is received by the customer. This does not apply to claims for damages based on a guarantee, assumption of procurement risk under § 276 BGB, claims for injury to life, body, or health, fraudulent, intentional, or grossly negligent actions on our part, or in cases governed by § 478 BGB (recourse in the supply chain with the consumer as the end customer), § 438 (1) No. 2 BGB (construction of buildings and supply of goods for buildings), and § 634a (1) No. 2 BGB (defects in construction work), or where a longer statutory limitation period is mandatory, § 305b BGB (priority of individual agreements) remains unaffected. The reversal of the burden of proof is not implied by this regulation.
 - (5) The agreed quality of the goods is, unless otherwise agreed, only those specifications in our order confirmation, product description, or separate confirmation. In case of contradictions between the order confirmation, product description, and a separate confirmation, the separate confirmation shall prevail. In case of conflict between the order confirmation and the product description, the order confirmation shall apply. The customer does not receive any guarantees in the legal sense, unless explicitly stated as such. References to DIN standards are solely for the purpose of describing the goods and do not constitute a guarantee.
 - (6) Our warranty (claims based on breaches of duty in the form of poor performance regarding material defects) and the resulting liability are excluded if defects and related damages cannot be proven to be caused by faulty materials, faulty design, defective execution, faulty manufacturing materials, or, if applicable, defective instructions for use. In particular, the warranty and resulting liability for material defects are excluded for the consequences of improper use, unsuitable storage conditions, and the effects of chemical, electromagnetic, mechanical, or electrolytic influences that do not correspond to the standard conditions outlined in our product description, any agreed-upon product specification, or the respective product-specific data sheet provided by us or the manufacturer. This does not apply in cases of fraudulent, grossly negligent, or intentional actions on our part, or violations resulting in injury to life, body, or health, the assumption of a guarantee or procurement risk under § 276 BGB, or liability based on a mandatory statutory liability provision. There are no defect claims for minor deviations from the agreed or usual condition or suitability. If the customer or a third party repairs the delivered products improperly, we are not liable for any resulting consequences.
 - (7) Recognition of material defects must always be in writing. § 305b BGB (priority of individual agreements) remains unaffected.
 - (8) Any further claims from the customer related to defects or subsequent damages, for any reason, only exist in accordance with the provisions in § 7 of our GTC.

§ 7 Other Claims for Damages

- (1) In principle, we are not liable for claims for damages or reimbursement of expenses from the customer arising from breaches of duty within the framework of the contractual relationship, unless the following exceptions apply.
- (2) The exclusion of liability pursuant to paragraph 1 does not apply in the following cases:
 - For intentional or grossly negligent breaches of duty on our part or by our legal representatives or vicarious agents;
 - For breaches of essential contractual obligations, i.e., obligations whose fulfillment is fundamental to the contract and on which the customer can rely;
 - In the case of injury to body, life, or health, including by legal representatives or vicarious agents;
 - In case of delay, if a fixed delivery and/or performance date has been agreed;
 - If we have provided a guarantee for the condition of the goods, the success of a performance, or a procurement risk in accordance with § 276 of the German Civil Code (BGB);
 - For liability under the Product Liability Act or other mandatory statutory liability provisions.
- (3) If only gross negligence is attributable to us or our vicarious agents, and none of the cases mentioned above apply (particularly no gross negligence or intentional breach of duty), we are liable for the violation of the essential contractual obligations only for damages that are typical for the contract and foreseeable.
- (4) Our liability for each individual damage case is limited to a maximum amount of €10,000.00. This upper limit does not apply if we are responsible for fraudulent intent, intent, or gross negligence, for damages related to body, life, or health, or in the case of claims based on a tortious act or a guarantee assumption under § 276 BGB, or in cases of statutory mandatory higher liability amounts. Further liability is excluded.
- (5) The exclusions and limitations of liability according to paragraphs 1 to 4 also apply to the benefit of our organs, executive and non-executive employees, other vicarious agents, and subcontractors.
- (6) The above provisions do not result in a reversal of the burden of proof.

§ 8 Retention of Title

- (1) The delivered goods remain our property until all open claims have been fully settled. If an ongoing account relationship exists, the retention of title also applies to the recognized balance. The same applies if the balance is not recognized, such as in the case of the customer's insolvency or liquidation.
- (2) During the period of retention of title, the customer is not entitled to pledge the goods or transfer them as security. Resale is only permitted in the course of normal business operations, provided the customer receives payment from their buyer or secures the ownership until full payment is made by the buyer.
- (3) The customer hereby assigns to us any claims arising from the resale or any other legal grounds in relation to the goods subject to retention of title. We accept this assignment. If we only have partial ownership of the goods, only the portion of the claim corresponding to the value of our share of the goods is assigned.
- (4) The customer may collect these claims as long as they are not in default. In case of default, we have the right to revoke the collection authorization. The customer is then obliged to provide us with all necessary information to allow us to collect the claim ourselves. If the customer encounters serious payment difficulties or an insolvency proceeding is initiated, we may directly assert the assigned claims.
- (5) The customer may combine the goods subject to retention of title with other items in the course of normal business operations, making them integral parts of a new item. If the goods are processed or transformed into a new movable item, we acquire co-ownership of the new item. The share of our co-ownership is determined by the ratio of the price of the delivered goods to the total value of the new item.
- (6) The customer is obliged to treat the goods subject to retention of title with care and to insure them at their own expense against fire, water, and theft damage to their new value.
- (7) If third parties access the goods subject to retention of title or the assigned claims, the customer must immediately notify us in writing. The same applies if the goods are damaged.
- (8) Upon the customer's request, we undertake to release securities if their value exceeds the secured claims by more than 20%. The selection of the securities to be released is at our discretion.

§ 9 Export Control

- (1) Unless otherwise agreed in the contract with the customer, the delivered goods are exclusively intended for initial distribution by the customer within the Federal Republic of Germany or, in the case of delivery outside Germany, in the agreed country of initial delivery.
- (2) The export of certain goods by the customer may be subject to approval due to their nature, intended use, or end destination. The customer is responsible for checking this and adhering to the relevant export regulations and embargoes, particularly those of the European Union (EU), the Federal Republic of Germany, or other EU member states, as well as the USA or ASEAN countries, and all third countries that are involved in the import or export process when the customer exports the delivered products from the initial delivery country or has them exported by third parties.
- (3) The customer undertakes to ensure and demonstrate to us upon request that:
 - the delivered products are not intended for military, nuclear, or weapon-related use;
 - no companies or individuals from the US Denied Persons List (DPL) are supplied with US-origin goods, US software, or US technology;
 - no companies or individuals from the US Warning List, US Entity List, or US-Specially Designated Nationals List are supplied without the necessary approval;
 - no companies or individuals on the Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists, or the EU Terrorists List, or other relevant export control lists, are supplied;
 - no military recipients are supplied with the delivered products;
 - no recipients are supplied where a violation of other export control regulations, particularly those of the EU or ASEAN countries, occurs;
 - all early warning notices from the relevant German or national authorities of the respective initial delivery country are adhered to.
- (4) The customer is responsible, at their own cost, for ensuring that all national import regulations of the initial delivery country are met for the goods we deliver when the delivery occurs outside the Federal Republic of Germany.
- (5) The customer indemnifies us from all damages and expenses arising from a culpable violation of the above duties under paragraphs 1 to 4.

§ 10 Jurisdiction and Miscellaneous

- (1) If the contracting parties are merchants according to the Commercial Code, legal entities under public law, or special public assets, the exclusive jurisdiction for all disputes related to the contract is the location of microball GmbH. However, we also have the right to sue the customer at their general place of jurisdiction. Mandatory statutory provisions regarding exclusive jurisdictions remain unaffected.
- (2) The place of performance is our business address unless otherwise stated in the order confirmation.
- (3) For all legal matters arising from this contract, the law of the Federal Republic of Germany shall apply exclusively, excluding international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods (CISG). References to foreign law are ineffective in this context.
- (4) The terms and effects of the retention of title according to § 8 are subject to the law of the country where the location of the goods is located, if the choice of German law is inadmissible or ineffective under this law.
- (5) Transmission by fax, email, or postal correspondence suffices as written form under these GTC.

§ 11 Severability Clause

- (1) Should any provision of this contract be wholly or partially ineffective, void, or unenforceable due to the provisions on general terms and conditions (§§ 305-310 BGB), the statutory regulations shall apply.
- (2) If a provision of the contract is wholly or partially ineffective, void, or unenforceable for reasons other than the provisions on general terms and conditions (§§ 305-310 BGB), the validity of the remaining provisions of the contract remains unaffected. In this case, the provisions in paragraphs 3 and 4 apply. The same applies if a gap in the contract is identified after the conclusion of the contract, which needs to be supplemented.
- (3) Despite a possible reversal of the burden of proof due to a severability clause, the validity of the remaining contractual provisions shall be maintained in any case. § 139 BGB (partial invalidity) is excluded.
- (4) The parties undertake to replace an ineffective, void, or unenforceable provision or a gap in the contract with an effective provision that corresponds to the legal and economic content of the ineffective provision and the overall purpose of the contract. Partial invalidity according to § 139 BGB is expressly excluded. If the invalidity of a provision is based on a specific measure of performance or time (deadline or date), this provision is replaced by the legally permissible measure closest to the original.