

## General Terms and Conditions of Sale of PAM pipes and more GmbH (Version as of December 2025)

### 1. Scope, Form, Effectiveness

1.1 These general terms and conditions (hereinafter referred to as "GTC") apply exclusively to entrepreneurs (hereinafter referred to as "customer"), i.e. a natural or legal person or a partnership with legal capacity acting in the exercise of its commercial or independent professional activity, or legal entities under public law or a special fund under public law to whom we, PAM pipes and more GmbH (hereinafter referred to as "PAM"/"we", "us") direct offers and/or from whom PAM receives orders, delivers products and/or provides services (hereinafter collectively referred to as "deliveries"/"goods").

1.2 These GTC apply to all declarations and actions, deliveries, and services in connection with the business relationship between us and the customer and also apply if PAM executes the customer's order without reservation in the knowledge of other terms and conditions of the customer.

1.3 We hereby object to any terms and conditions of the customer that deviate from, supplement, or contradict our GTC; such terms and conditions shall only be binding on us if we expressly accept them in writing in individual cases.

1.4 These GTC shall be deemed to have been agreed in full with the customer at the latest upon conclusion of the order (see section 2.2 of these GTC).

1.5 Even in the case of use on online platforms, e.g., the customer's supplier portals, and the activation of selection fields that must be activated for system reasons, there is no legally binding acceptance of the customer's general terms and conditions.

1.6 The invalidity of any clause or part of these GTC shall not affect the validity of the remaining parts or the order. In this case, PAM and the customer shall endeavor to replace the invalid provision with a valid and enforceable provision that corresponds to the purpose underlying the invalid provision, taking into account the basic legal idea of the invalid provision.

1.7 Even though we provide our GTC in various languages, in case of doubt regarding interpretation or meaning, only the German version shall be authoritative.

1.8 Where these GTC stipulate the written form, this shall also be deemed to have been complied with by means of electronic transmission (e.g., email) or text form.

### 2. Offer, Order acceptance, Information on Qualities, Quantities, Weights

2.1 Our offers are subject to change.

2.2 An order that is legally binding for us, i.e. a contract, shall only come into effect upon written order confirmation by PAM, at the latest upon execution of the order (hereinafter referred to as "order/contract"). PAM is therefore entitled to accept an order by executing the order without prior confirmation. Acceptance by declaration or execution may take place within a reasonable period of time after receipt of the order.

2.3 Verbal agreements, promises, or other statements of any kind only become binding once they have been confirmed in writing by PAM. The same applies to changes to orders.

2.4 The customer is responsible for the accuracy and completeness of the information provided in their order; this applies in particular to information on specifications, classifications, and applicable standards, as well as information relating to requirements for the goods in specific geographical approval areas.

2.5 PAM shall be entitled to exceed or fall short of the agreed delivery quantities by up to 10% in individual cases for reasons related to production or manufacturing. However, if the quantity has been specified as "approximately" or a comparable term in the order, PAM is generally entitled to exceed or fall short of the quantity by up to 10%, unless another quantity has been expressly agreed with the customer.

2.6 Information about goods or our services in brochures, leaflets, catalogs, product information, electronic media, in particular regarding quality, durability, and possible uses, and other advertising measures are based on PAM's general experience and knowledge and are only guidelines and do not constitute guarantees, unless such information is expressly designated as a guarantee in writing; This also applies to other information that PAM provides in any form and on any occasion regarding the scope of use and performance.

2.7 Information on the shipping notice or delivery note regarding weights corresponds to the standard weight, i.e., it is theoretical information and may differ from the actual weight. The customer therefore cannot derive any claims against PAM from this.

2.8 Neither the information provided in sections 2.6-2.7 above nor any expressly agreed performance characteristics or intended uses shall release the customer from its obligation to test the suitability of the goods for the intended use and to take appropriate precautions during storage.

### **3. Price, Price validity, Delivery terms**

3.1 The price agreed in the respective order is binding for the respective order execution; the same applies to fixed prices expressly declared in writing. If, however, no prices have been agreed, the generally applicable prices of PAM on the day of delivery or performance shall apply. Insofar as no agreement has been made with the customer regarding fixed prices, i.e., binding prices for a specific term, PAM reserves the right to change its generally applicable prices at any time; furthermore, the prices agreed upon or used as a basis for an order or ongoing orders from the same customer do not automatically apply to further or new orders.

3.2 If there are more than four (4) months between the conclusion of the contract and the agreed delivery date for reasons for which PAM is not responsible, PAM shall be entitled, in the event of unforeseen significant increases in the manufacturing or processing costs underlying the calculation at the time of conclusion of the contract (e.g., raw material/material, energy, and personnel costs, transport costs, and public charges), PAM shall be entitled to adjust the agreed prices for deliveries or services not yet performed in a reasonable proportion without requiring the customer's consent. If PAM exercises this right of adjustment, the customer must be notified of this before the order is executed. In this case, the customer has the right to withdraw from the part of the contract that has not yet been fulfilled to the extent affected by this, which he must declare to PAM in writing within seven (7) days of receipt of the price adjustment notification if he wishes to exercise this right. During this period, PAM shall not be in default of delivery.

3.3. PAM reserves the right to demand an adjustment to prices agreed in framework agreements during the term of the agreement if, after conclusion of the agreement, unforeseen significant increases occur in the manufacturing or processing costs underlying the calculation at the time of conclusion of the agreement (e.g., raw material/material, energy, and personnel costs, transport costs, and public charges). The customer shall be notified of the price increase request in writing within a reasonable period of time before the intended effective date and must be justified in detail (including a list of the increased cost items and the calculation of the price increase). The increases must be proportionate to the actual cost increases.

3.4 Furthermore, the rights of both PAM and the customer pursuant to Section 313 of the German Civil Code (BGB) (in German: "Störung der Geschäftsgrundlage") remain unaffected.

3.5 If, in the case of framework agreements, individual or all call-offs under this framework agreement have exceeded the total contractual quantity, we shall be entitled to charge for the additional quantity delivered at the prices valid at the time of the call-off.

3.6 Unless expressly agreed otherwise in writing, our prices are net prices ex PAM delivery plant Rödermark (EXW INCOTERMS 2020); they do not include the statutory value added tax and customs duties applicable at the time of invoicing, nor any agreed additional services such as packaging, freight, and transport insurance.

### **4. Payments, Payment terms, VAT**

4.1 Payments must be made exactly in the currency specified on the invoice.

4.2 The customer is responsible for checking invoices without undue delay. No claims against PAM can be derived from the customer's failure to immediately report incorrect information.

4.3 Payments must be made in accordance with the agreed payment terms, but no later than 30 days after the invoice date without discount, regardless of the receipt of any test certificates (e.g., factory certificates), in such a way that we have access to the invoice amount on the due date.

4.4 PAM does not pay interest on advance payments and partial payments.

4.5 If the customer is in default of payment, we shall charge interest at a rate of 9 percentage points above the base rate plus a flat-rate default fee of EUR 40 until payment is received. We reserve the right to claim further damages.

4.6 If the customer is in default of payment, PAM shall also be entitled to withhold deliveries or services that have not yet been performed and to demand immediate payment of all claims arising from the business relationship with the customer. The same applies in the event of justified doubts about the customer's solvency or creditworthiness, or in the event of an application to open insolvency proceedings or comparable proceedings, or an official decision to open insolvency proceedings; in which case PAM shall also be entitled to demand appropriate security or advance payment for deliveries or services not yet performed; after setting a deadline without success, we shall also be entitled to withdraw from the affected part of the contract.

4.7 Without providing any information or giving any of the aforementioned reasons, PAM shall be entitled, even within the framework of an existing business relationship, to make a delivery or service dependent on payment in advance or advance payment for further or new orders, insofar as no payment terms have been expressly agreed for this.

4.8 The customer shall provide PAM with the tax documents (e.g., confirmation of arrival) that PAM requires in accordance with the applicable legal provisions as proof of VAT exemption for cross-border deliveries. In the event of non-compliance, the customer shall owe PAM the amount of sales tax and interest assessed, whereby PAM reserves the right to claim further damages.

## **5. Execution of delivery/performance, Delivery/performance time, Force majeure**

5.1 Information provided by PAM regarding delivery or performance deadlines or dates is always provisional and non-binding, unless PAM expressly confirms a delivery or performance deadline or date in writing or designates it as "fixed."

5.2 PAM does not assume any procurement risk. Any delivery or service period or date confirmed by us is also subject to correct, complete, and timely delivery to us, provided that we have arranged for this in a timely and sufficient manner.

5.3 Compliance with agreed delivery or performance deadlines or dates requires that all contractual obligations of the customer, including its obligations to cooperate or ancillary obligations, as well as other legal obligations incumbent upon it for the performance of the contract, have been fulfilled. Otherwise, PAM shall be entitled, without prejudice to its other rights, including any claims for damages, to postpone these delivery or performance deadlines or dates appropriately in accordance with the requirements of its production process and to demand compensation for its additional expenses.

5.4 In the case of dispatch sale, the delivery or performance deadline shall be deemed to have been met if the delivery has left our factory by the end of the deadline or, in all other cases, if PAM has notified the customer that the goods are ready for shipment or picking up or that the service is ready to be performed, regardless of whether the applicable INCOTERMS stipulate otherwise in this respect.

5.5 PAM is entitled to make partial deliveries/provide partial services to an extent that is reasonable for the customer and insofar as this does not result in any disadvantages for their contractual purpose.

5.6 Circumstances and events beyond our control, such as strikes, lockouts, war, cyber attacks, the effects of natural forces, epidemics, currency or trade restrictions, embargoes/sanctions, export bans, import bans, official orders or legal changes, as well as other external, unavoidable extraordinary events (hereinafter referred to as "force majeure") that prevent or significantly impede delivery or performance, shall release us from our delivery and performance obligations for the duration of their effects, and no claims against PAM may be derived from this. This also applies if our suppliers are affected by force majeure or if we were already in default.

5.7 An energy shortage and its direct and indirect effects also constitute an event of force majeure insofar as it delays, restricts, or prevents deliveries or services. This also applies if the occurrence of the energy shortage was not yet foreseeable with certainty at the time the contract was concluded, but nevertheless already appeared possible and its actual occurrence could not reasonably be avoided by PAM. The direct and indirect effects of an energy shortage that constitute an event of force majeure include, in particular, (i) the complete or partial unavailability of energy sources such as gas or electricity as auxiliary or operating materials in production, and (ii) the complete or partial unavailability of energy sources for heating production or administrative buildings to a level required by labor law.

5.8 PAM shall notify the customer immediately of the commencement and expected end of force majeure.

5.9 In the event of force majeure ceases, we shall remain entitled to perform the delivery or service with a reasonable lead time.

5.10 If, during force majeure, the quantities of goods available to us are not sufficient to fulfill our obligations to all customers, we shall be entitled to make equal reductions in the delivery and service obligations of all our customers affected by this.

Furthermore, we shall remain exempt from delivery and service obligations during the duration of the force majeure event, and no claims against PAM may be derived from the reduction.

## 6. Inspection upon receipt, notification of defects, transport damage

6.1 Upon receipt of the goods, the customer must in any case, but at the latest before use, resale, processing, mixing, consumption, or installation of the goods, carry out an appropriate goods receipt inspection to the extent customary in the industry and trade, i.e., immediately check the goods for obvious defects such as damage, missing parts, or incorrect delivery. mixing, consumption, or installation of the goods, i.e., immediately inspect the goods for obvious defects such as transport damage and compare them with the delivery note in terms of identity and quantity, and report such defects in writing without delay.

6.2 If the customer fails to comply with the aforementioned obligations, the goods shall be deemed to have been approved, resulting in the loss of their warranty claims in this regard, unless the defect was fraudulently concealed by PAM. In the event of a defect that is reported later than during the incoming goods inspection, the customer shall bear the burden of proof that it was a hidden defect that could only be discovered in the course of normal business operations. Hidden defects must also be reported in writing without undue delay after their discovery; otherwise, the goods shall be deemed to have been approved even in view of these defects.

6.3 A notice of defects in a delivery or performance does not entitle the customer to reject further deliveries or services from the same or another contract and does not release the customer from the necessity of issuing a new notice of defects in the event of a repeated defect.

6.4 The customer must also immediately notify the carrier or other person responsible for transport in writing of any transport damage or other irregularities discovered during receipt of goods in accordance with Section 6.1 of these GTC. The damage note must be affixed to the consignment note, the shipping order, or the delivery note and signed by the delivering driver; alternatively, a damage report must be recorded.

6.5 By negotiating any complaints about defects or cooperating in measures to investigate or determine the cause of the defect, we neither waive the defense of late notification of defects nor do we thereby acknowledge the defect.

6.6 Notifications of defects do not suspend the warranty period.

6.7 In the event of any notification of defects, PAM must be given the opportunity to examine the complaint within a reasonable time frame and to return the goods upon request. If a notification of defects proves to be unjustified, PAM reserves the right to charge the customer for any additional expenses incurred in this connection.

## 7. Transfer of Risks, Unloading, Transport, Packaging

7.1 In the case of EXW delivery (see Section 3.6 of these GTC, INCOTERM EXW), the risk shall pass to the customer at the time of notification that the goods are ready for pickup.

7.2 If, contrary to our principle of picking up the goods by the customer, shipping is undertaken, shipping, including unloading from our delivery plant, shall be at the risk and expense of the customer, i.e., the transfer of risk shall take place upon pickup of the deliveries provided or handover to the pickup carrier, such as a shipping agent or freight carrier, unless expressly agreed otherwise or otherwise regulated in accordance with the respective agreed INCOTERM. This shall also apply if partial deliveries or partial performances are made or if PAM assists with loading or unloading. In the absence of contrary instructions, we shall determine the forwarding agent or carrier and the shipping route.

7.3 The goods shall only be insured at the express request of the customer and, unless otherwise agreed in writing, at the customer's expense.

7.4 The above provisions of sections 7.1-7.3 of these GTC shall apply mutatis mutandis to returns of goods from the customer to us.

7.5 If the customer is in default of acceptance, the risk shall pass to the customer at the point in time at which the customer is in default of acceptance.

7.6 If the customer is in default of acceptance, PAM shall be entitled to demand compensation for any additional expenses incurred as a result. PAM shall store the goods at the customer's expense and risk and reserves the right to charge a flat rate of €8/ton per month in the event of a delay in acceptance of more than one month, unless the customer can prove to PAM that the damage incurred was lower or that the delay was not attributable to the customer. Further claims arising from default

of acceptance or debtor default remain unaffected, whereby any lump sum received shall then be credited against such claims. After the fruitless expiry of a reasonable grace period or if the customer refuses acceptance, PAM shall also be entitled to withdraw from the contract to the extent affected, or alternatively to charge for the delivery or service at the customer's expense and risk and to dispose of the goods at the customer's expense.

7.7 The goods are delivered unpackaged and without rust protection. At the express request of the customer, we will provide packaging and other protective measures in accordance with our standards and at the customer's expense.

7.8 We follow the principle of minimizing packaging material and using only environmentally friendly materials. The use of reusable packaging is subject to a separate, express written agreement with the customer; this also applies to customer-specific packaging requirements.

7.9 Notwithstanding the statutory provisions of the Packaging Act, it is hereby agreed that the customer shall dispose of the packaging received from PAM at its own expense and in accordance with waste management regulations. If it has been agreed with the customer in individual cases that PAM will dispose of the packaging properly or that the customer wishes to return it, any additional costs for transport and disposal shall be borne by the customer. Further details of the process, such as the place of return, shall be agreed upon on a case-by-case basis.

7.10 Packaging and shipping costs shall be calculated based on the weights, dimensions, and quantities determined at the time of shipment.

## **8. Retention of title**

8.1 All delivered goods are subject to a retention of title and therefore remain our property (reserved goods) until all claims, in particular the respective balance claims, to which we are still entitled within the scope of the business relationship have been fulfilled. This also applies to future and conditional claims.

8.2 Processing and use of the reserved goods shall be carried out for us within the meaning of § 950 BGB (German Civil Code) without obligating us. The processed goods shall be deemed goods subject to retention of title within the meaning of preceding section 8.1. If the customer processes, combines, or mixes the reserved goods with other goods, we shall be entitled to co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our ownership expires due to combination or mixing, the customer hereby transfers to us the ownership rights to which they are entitled in the new stock or item to the extent of the invoice value of the reserved goods and shall store them for us free of charge. Our co-ownership rights shall be deemed goods subject to retention of title within the meaning of preceding section

8.3 The customer may only sell the reserved goods in the ordinary course of business under its normal terms and conditions and as long as it is not in default, provided that the claims from the resale are transferred to us in accordance with subsequent sections 8.4 to 8.6. The customer is not entitled to any other remuneration for the goods subject to retention of title; the customer's claims from the resale of the goods subject to retention of title are hereby assigned to us. They serve as security to the same extent as the goods subject to retention of title. If the reserved goods are sold by the customer together with other goods not sold by us, the claim from the resale shall be assigned to us in proportion to the invoice value of the other goods sold. In the event of the sale of goods in which we have co-ownership shares in accordance with preceding Section 8.2, a share corresponding to our co-ownership share shall be assigned to us.

8.4 The customer is entitled to collect claims from the resale. If the customer is in default of payment with a significant amount, fails to honor a bill of exchange when due, or if insolvency proceedings are initiated against its assets, we may revoke this collection authorization, take back the goods, and prohibit their resale, further processing, and removal. The return does not constitute a withdrawal from the contract. The provisions of the Insolvency Code remain unaffected.

8.5 At our request, the customer is obliged to inform its customers immediately of the assignment to us—unless we do so ourselves—and to provide us with the information and documents necessary for collection. The customer must notify us immediately of any pledging or other impairments by third parties.

8.6 If the value of the existing securities exceeds the secured claims by more than 50%, we shall be obliged, at the customer's request, to release securities of our choice to this extent.

8.7 We may store, label, or collect our goods separately at the customer's expense and prohibit any disposal of the goods. If we take back the goods on the basis of retention of title, this does not constitute a withdrawal from the contract; however, the customer is obliged to return the goods at their own expense and is liable for any reduction in value, our take-back costs (at least 10% of the purchase price), and lost profits. The customer waives any claims arising from ownership.

8.8 We are entitled to demand securities of our choice (in particular mortgages) and their reinforcement at any time for the proper fulfillment of the customer's obligations. We are authorized to use and realize the customer's assets that are subject to our actual disposal as security or pledge.

## 9. Liability for defects (warranty)

9.1 Liability for material defects and defects of title shall be governed by the following provisions and shall be subject to a proper and timely notification of defects in accordance with Section 6 of these GTC.

9.2 The customer bears the burden of proof for all claim requirements, in particular for the defect as such, the time of discovery of the defect, and the timely notification of defects.

9.3 The absence of material defects in our deliveries and performances shall be determined exclusively on the basis of the explicit agreements, i.e. the agreed specifications, even if an order is executed in several deliveries or performances, and shall be deemed to be in accordance with the contract insofar as they were in accordance with the specifications at the time of transfer of risk; if no specifications have been agreed, only the relevant DIN/ISO standards applicable to the goods, including their dimensions, shall be relevant. DIN/ISO standards applicable to the goods, including their dimensions, are exclusively relevant. Other or additional performance characteristics as well as objective or subjective requirements are not owed.

9.4 A warranty for a specific purpose or suitability, a specific service life or durability after transfer of risk shall only be assumed to the extent that this has been expressly agreed in writing. Otherwise, the risk of suitability and use shall be borne exclusively by the customer.

9.5 Public or marketing statements made by PAM or third parties do not constitute binding specifications regarding the quality of our goods or services.

9.6 We shall not be liable for wear and tear or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable use, changes to the goods not authorized by us, or external influences.

9.7 In the event of a justified, proper, and timely complaint, we shall remedy the defect free of charge ("rectification") or deliver goods free of defects free of charge or perform the service again free of defects ("replacement delivery") (collectively referred to as "subsequent performance"). We shall be responsible for exercising the right to choose the respective type of subsequent performance at our discretion, taking into account the interests of the customer in each individual case. The replacement delivery shall be effected within a reasonable period of time to be agreed with the customer, whereby periods of time required by PAM for procurement shall also be taken into account.

9.8 If the subsequent performance fails or we refuse it or if it is delayed for reasons not attributable to the customer, the customer may, after the expiry of a reasonable period of time and insofar as further attempts at subsequent performance are unreasonable for him, withdraw from the contract to the extent affected, reduce the purchase price or demand compensation in lieu of performance; however, the latter shall not apply if PAM is not responsible for the defect. If the defect is not significant or if the goods have already been sold, processed, or redesigned, the customer shall not be entitled for a withdrawal. Subsequent performance shall be deemed to have failed after the second unsuccessful attempt.

9.9 Claims by the customer for additional expenses incurred due to defects for the purpose of subsequent performance, such as transport, travel, labor, and material costs, must be itemized in a verifiable manner and must be reasonable within the scope of industry standards. In this respect, the customer is also responsible for acting in a manner that minimizes the costs. So-called "business as usual" costs, i.e., those that would have been incurred during normal operation anyway, are not reimbursable. If the additional expenses due to defects arise solely because the goods sold have been transported to a location other than the agreed place of performance, we shall not bear these costs unless this corresponds to their contractual use.

9.10 Any further liability on the part of PAM, including for damages resulting from defects, shall be governed by Sections 10 and 12 of these GTC.

## 10. General liability, Provided material, Limitations of liability, Statute of limitations

10.1 PAM's liability is generally limited to intent and gross negligence.

10.2 The above limitation of liability to intent and gross negligence does not apply to damages resulting from the breach of so-called essential contractual obligations, i.e. obligations whose fulfillment is essential for the proper execution of the contract and on whose fulfillment the customer may regularly rely, such as the delivery of goods free of defects, as well as for injury to life, limb, and/or health. In the event of a breach of essential contractual obligations, liability shall be limited to the damage typical for the type of goods and foreseeable under the contract (average damage typical for the industry).

10.3 Liability under mandatory product liability provisions shall remain unaffected by the above provisions; the same applies to mandatory statutory recourse claims within the scope of the statutory warranty in the supply chain, whereby sections 9 and 10.4-10.9 of these GTC shall apply accordingly.

10.4 Recourse claims and claims for damages by the customer against PAM shall always exist only to the extent legally owed by the customer to its customer, i.e. if the customer has made agreements with its own customers that go beyond this, this cannot be passed on to PAM to that extent.

10.5 If the customer provides PAM with materials for the performance of the contract or has them provided (hereinafter referred to as "supplies"), this shall be at the customer's risk and expense, i.e. PAM shall not assume any warranty or liability for the effects of the supplies on the goods, end products, or delivery dates, except in the case of manufacturing or processing errors attributable to us. PAM is not obliged to check the suitability or quality of the material. If we incur additional costs or expenses due to materials provided, such as delivery delays caused by materials provided, the customer shall reimburse us for these.

10.6 Otherwise, PAM's liability is excluded; this also includes lost profits and damages resulting from business interruption, unless PAM is culpable of intent.

10.7 When determining the amount of claims for damages, any contributory negligence and/or (co-)culpability on the part of the claimant, as well as a particularly unfavorable installation situation of the goods, shall be taken into account appropriately.

10.8 In the case of claims for defects and claims for damages, the limitation period shall be one (1) year from the transfer of risk, notwithstanding the statutory limitation period.

10.9 However, this shortened limitation period shall not apply to (i) culpably caused claims for damages as a result of defects in the goods or performances, provided that the claim for subsequent performance was asserted within the aforementioned 1-year limitation period, (ii) injury to life, limb, or health, (iii) damage caused by gross negligence or intent, (iv) fraudulent concealment of the defect, (v) defects in the goods that have been used for a building in accordance with their contractual use and have caused its defectiveness, or (vi) if the defect consists of a right in rem of a third party on the basis of which the goods can be demanded to be surrendered, or in any other right that is entered in the land register. In the case of the exceptions mentioned in (i) to (vi) above, the applicable statutory limitation periods shall apply.

10.10 Insofar as liability is excluded or limited on the basis of the above provisions of this section 10, this shall also apply to the personal liability of PAM's employees, representatives, and vicarious agents.

## **11. Customer's rights of set-off and retention, Prohibition of assignment**

11.1 The customer shall only be entitled to a right of retention or a right of set-off to the extent that their counterclaims have been acknowledged by PAM in writing or have been legally established.

11.2 The before-mentioned limitation shall not apply in the case of non-contested, due claims for the rectification of defects by the customer against PAM arising from the same contractual relationship.

11.3 In the event of defects, however, the customer shall only be entitled to a right of retention in reasonable proportion to the defects and the anticipated costs of subsequent performance.

11.4 Furthermore, the customer is only authorized to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

11.5 The customer may only assign, pledge, or otherwise dispose of claims or other rights they have against us with our written consent.

## **12. Infringement of industrial property rights**

12.1 PAM shall be liable to the customer in accordance with section 10 of these GTC for infringements of property rights insofar as such property rights and property right applications (hereinafter collectively referred to as "property rights") are infringed upon during contractual use and without unauthorized modification of the goods delivered by PAM, at least one of which is valid in the Federal Republic of Germany and published at the time of delivery.

12.2 PAM shall not be liable for infringements of property rights and copyrights if PAM has manufactured the goods in accordance with drawings, models, or other descriptions or information provided by the customer and PAM did not know or had no reason to know that this would infringe the property rights or copyrights of third parties. In this case, the customer shall be liable for any infringements of property rights or copyrights that have already occurred or may occur in the future. In this case, the customer is obliged to indemnify PAM against third-party claims and all costs and expenses incurred, including the costs of legal action or defense against claims. In any case, the customer shall immediately inform PAM of any possible or alleged infringements of property rights or copyrights of which it becomes aware.

12.3 The customer is obliged to inform PAM immediately of any third-party property right claims relating to the delivered goods and to leave the legal defense to PAM.

12.4 PAM is entitled to make any necessary changes at its own expense due to third-party property right or copyright infringements, even in the case of goods that have already been delivered and paid for.

12.5 If PAM is prohibited from manufacturing or from the manufacturing or processing process or delivery by a third party on the basis of a property right to which it is entitled, PAM shall be entitled, unless PAM is responsible for the infringement of the property right, to suspend the work or deliveries until the legal situation has been clarified by the customer and the third party. If the delay makes it unreasonable for PAM to continue the contract, PAM shall be entitled to withdraw from the contract that has not yet been fulfilled.

12.6 The customer shall be liable to PAM for ensuring that the supplies (in the meaning of section 10.5 above) are free of third-party property rights and shall indemnify PAM against all corresponding claims by third parties upon first request.

### **13. Compliance, Consent to data collection/processing**

13.1 The customer shall not maintain any direct or indirect business or other connections with terrorists, terrorist organizations, or other criminal or anti-constitutional organizations and shall ensure this by taking appropriate organizational measures; this also includes compliance with applicable embargoes, including applicable export control regulations. The customer must independently inquire about the relevant regulations and is responsible for compliance.

13.2 If the goods or services to be provided fall under the EU Regulation (EU) No. 833/2014 on the Russia embargo and are not delivered or provided to an EU member state or an EU partner country, the customer is prohibited from re-exporting them to Russia or other third countries for use in Russia and shall oblige its customers to do the same.

13.3 The customer shall provide information and documents required for export, transfer, or import, including in the event of any transfer of the goods associated with export, transfer, or import. PAM is entitled to request so-called end-use documents from the customer in order to verify the end use and intended purpose.

13.4 The customer shall be fully liable for any costs and damages incurred by PAM as a result of the customer's failure to comply with the obligations set out in this section 13., the customer shall be fully liable and shall indemnify PAM against all claims and costs as well as damages incurred by PAM as a result of a corresponding legal violation by the customer, its affiliated companies or employees, representatives or vicarious agents, including reasonable attorney's and consultant's fees or administrative fees or fines. Furthermore, violations may constitute good cause for extraordinary termination or withdrawal from the contract and may lead to the termination of the business relationship with the customer.

13.5 We will take into account customer inquiries regarding business partner compliance in the supply chain within the scope of industry-standard supplier audits and to a reasonable extent, while safeguarding our trade and business secrets.

13.6 The customer agrees that PAM may collect, process, and use personal data in the context of the performance of the contract and related measures.

### **14. Confidentiality**

14.1 PAM reserves all property rights and copyrights to illustrations, samples, drawings, calculations/measurements, and other similar information of a physical and non-physical nature, including in electronic form, regardless of whether these are designated as "confidential," and this also applies if costs are reimbursed by the customer.

14.2 The customer is obliged to treat all non-public information, in particular specifications, drawings, templates, models, tools, documents, software, and other data carriers that they receive from PAM or from third parties on PAM's instructions, to treat it as confidential, not to use it for any purpose other than that associated with its disclosure or to the extent necessary within the scope of the contract, and not to disclose it to third parties or reproduce it. The customer is obliged to impose this obligation in writing on any third parties it necessarily involves for specific purposes and to provide PAM with evidence of this upon request.

14.3. Confidential information within the meaning of this section 14 also includes information that the customer obtains by observing, examining, dismantling, or testing a sample, model, or prototype provided by PAM for the purpose of the contract; if these are not yet available on the open market, the customer shall not examine them by means of reverse engineering or similar activities.

14.4 The obligation to maintain confidentiality shall continue beyond the termination of the business relationship. However, the obligation to maintain confidentiality shall not apply if the customer can prove that this confidential information was already known to them or was public knowledge at the time it was obtained, or if it later became public knowledge through no fault of their own or was obtained without violating confidentiality obligations.

## **15. Place of performance, Place of jurisdiction, Applicable law**

15.1 The place of performance for PAM's delivery and/or service obligations is, in the case of INCOTERM EXW, PAM's delivery plant in Rödermark, otherwise the customer's delivery address as stated in the order pursuant to the respectively agreed INCOTERM; for the fulfillment of the customer's obligations, it is PAM's registered place of business.

15.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship with the customer is the court in charge of our legal headquarters. This place of jurisdiction also applies to disputes concerning the creation and validity of these GTC or a contractual relationship. However, PAM is entitled to choose any other permissible place of jurisdiction.

15.3 If the customer is based outside Germany, both PAM and the customer are entitled to have all disputes arising from or in connection with the business relationship, including the validity of contracts, finally decided in accordance with the Rules of Arbitration of the German Institution of Arbitration (DIS), excluding recourse to ordinary legal proceedings. The seat of the arbitral tribunal shall be in Frankfurt am Main, Germany. The arbitration proceedings shall be conducted in German, unless the customer or PAM requests English as the language of the proceedings.

15.4 In addition to these GTC, all legal relationships between us and the customer shall be governed by the laws of the Federal Republic of Germany, excluding its international private law and the UN Convention on Contracts for the International Sale of Goods (CISG), as well as other bilateral and multilateral agreements serving to standardize international sales, unless mandatory local laws stipulate otherwise.