

## General Terms of Delivery and Payment of R Raymon Bicycles GmbH

### § 1 Scope, form

- (1) The present General Terms of Delivery and Payment (GTDP) apply to all our business relationships with our customers ("Buyers"). The GTDP only apply if the Buyer is a trader (Section 14 of the German Civil Code – BGB), a legal person under public law or a special fund under public law.
- (2) The GTDP apply in particular to contracts for the sale and/or delivery of movable property ("Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (Sections 433 and 650 BGB). Unless otherwise agreed, the GTDP in the version valid at the time of the Buyer's order or in any case in the version last communicated to the Buyer in text form also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
- (3) Our GTDP apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer will only become part of the contract if and insofar as we have expressly consented to their validity. This consent requirement applies in all cases, for example even if the Buyer refers to their general terms and conditions in the context of the order and we do not expressly object to them.
- (4) Individual agreements (e.g. dealer agreements, framework supply agreements) and information in our order confirmation take precedence over the GTDP. In case of doubt, trade terms are to be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- (5) Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal, or reduction of the purchase price), must be made in writing. **For the purposes of these GTDP, in writing includes the written form and the text form (e.g. letter, email, fax).** Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.
- (6) References to the validity of statutory provisions are for clarification purposes only. The statutory provisions therefore apply even without such clarification, unless they are directly amended or expressly excluded in these GTDP.

### § 2 Conclusion of the contract

- (1) Our offers are subject to alteration and non-binding. This also applies if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents – including in electronic form – to which we retain title and copyright.
- (2) The ordering of the Goods by the Buyer is considered a binding contract offer. Unless otherwise specified in the order, we are entitled to accept this contract offer within 2 weeks of its receipt by us.
- (3) The acceptance can be declared either in writing (e.g. by order confirmation) or by delivering the Goods to the Buyer.

### § 3 Delivery period and delay in delivery

- (1) The delivery period will be agreed individually, or stated by us when accepting the order.
- (2) If we are unable to comply with binding delivery periods for reasons for which we are not responsible (unavailability of performance), we will inform the Buyer of this immediately and at the same time inform them of the new expected delivery period. If performance is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately reimburse any consideration already paid by the Buyer. Unavailability of performance exists, for example, in the event of late delivery by our own suppliers, if we have concluded a congruent cover transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not responsible for provision in individual cases.
- (3) The start of our delay in delivery will be determined in accordance with the statutory provisions. In any case, however, a reminder from the Buyer is required.
- (4) The rights of the Buyer under § 8 of these GTDP and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or supplementary performance), remain unaffected.

### § 4 Delivery, transfer of risk, acceptance, default in taking delivery

- (1) Delivery is ex warehouse, which is also the place of performance for the delivery and any supplementary performance. At the request and expense of the Buyer, the Goods will be dispatched to another place of destination (sale by dispatch). Unless agreed otherwise, we are entitled to determine the type of dispatch ourselves (in particular transport company, dispatch route, packaging) and obliged to take out transport insurance for this purpose.
- (2) The risk of accidental destruction and accidental deterioration of the Goods passes to the Buyer at the latest upon handover. In the case of sale by dispatch, however, the risk of accidental destruction and accidental deterioration of the Goods, as well as the risk of delay, already passes to the Buyer on delivery of the Goods to the forwarding agent, carrier or other person or organisation designated to carry out the shipment. If acceptance has been agreed, this is decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services also apply accordingly to an agreed acceptance. If the Buyer defaults on taking delivery, this is deemed to be equivalent to handover or acceptance.
- (3) If the Buyer defaults on taking delivery, fails to cooperate or delays in accepting our delivery for other reasons for which the Buyer is responsible, we are entitled to claim compensation for the damage caused thereby,

including additional expenses (e.g. storage costs). For this, we will claim lump-sum compensation of EUR 10 per calendar day, starting on expiry of the delivery period or – in the absence thereof – upon notification that the Goods are ready for dispatch.

The right to prove that the damage was greater and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) remain unaffected; however, the lump sum is to be offset against further monetary claims. The Buyer is entitled to prove that we have incurred no damage at all or significantly less damage than the above lump sum.

## § 5 Prices and terms of payment

(1) Unless otherwise agreed in the specific case, our current prices at the time of conclusion of the contract apply, specifically ex warehouse, plus statutory VAT.

(2) In the case of sale by dispatch (§ 4, paragraph 1), the Buyer bears the transport costs ex warehouse. If we do not invoice the transport costs actually incurred in the specific case, the amount of the transport costs is based on our list of transport costs, which differs according to the type, scope and destination of the shipment. The Buyer bears any customs duties, fees, taxes and other public charges.

(3) The purchase price is due and payable within 30 days of receipt of the invoice and delivery or acceptance of the Goods. We grant a 1% discount on the invoice amount in the case of payment within 10 days of receipt of the invoice. We are at any time entitled, even within the framework of an existing business relationship, to make a delivery in whole or in part only on advance payment. We will declare such a reservation no later than in the order confirmation.

(4) On expiry of the above payment period, the Buyer will be in default. During the period of default, interest is charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further claims for damages caused by the default. Our claim to commercial maturity interest (Section 353 of the German Commercial Code – HGB) against merchants remains unaffected.

(5) The Buyer is entitled to set-off or retention rights only if their claim has been legally established or is undisputed. In the event of defects in the delivery, the Buyer's counter-rights, in particular in accordance with § 7, paragraph 6, sentence 2 of these GTDP, remain unaffected.

(6) If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our entitlement to the purchase price is jeopardised by the inability to perform of the Buyer, we are entitled, under the statutory provisions, to refuse to render performance and – if necessary after setting a deadline – to withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture of non-fungible items (unique products), we can declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

## § 6 Retention of title

(1) We will retain title to the Goods sold until payment in full of all our present and future claims arising from the purchase contract and any ongoing business relationship (secured claims).

(2) The Goods subject to retention of title may neither be pledged to third parties nor assigned by way of security before payment in full of the secured claims. The Buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties seize Goods belonging to us (e.g. attachments).

(3) In the event of breach of contract by the Buyer, in particular non-payment of the purchase price due, we are entitled, under the statutory provisions, to withdraw from the contract and/or to demand the return of the Goods on the basis of the retention of title. Demanding the return of the Goods does not automatically constitute a declaration of withdrawal; rather, we are entitled to merely demand the return of the Goods and reserve the right to withdraw from the contract. If the Buyer does not pay the purchase price due, we may only assert these rights if we have previously set the Buyer a reasonable deadline for payment, without success, or if setting such a deadline is dispensable under the statutory provisions.

(4) Until revocation in accordance with (c) below, the Buyer is authorised to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions apply in addition.

(a) The retention of title extends to the full value of the products resulting from the processing, mixing or combining of our Goods, whereby we are deemed to be the manufacturer. If the ownership right of third parties remains in existence during the processing, mixing or combining of third-party Goods, we will acquire co-ownership in proportion to the invoice values of the processed, mixed or combined Goods. In all other respects, the same applies to the resulting product as to the Goods delivered under retention of title.

(b) The Buyer hereby assigns to us as security any claims against third parties arising from the resale of the Goods or the product, as a whole or in a sum equal to any co-ownership share we acquire in accordance with the above paragraph. We accept the assignment. The Buyer's obligations mentioned in paragraph 2 also apply with regard to the assigned claims.

(c) The Buyer remains authorised to collect the claim, in addition to us. We undertake not to collect the claim as long as the Buyer fulfils their payment obligations to us, there is no deficiency in their ability to pay and we do not assert the retention of title by exercising a right under paragraph 3. If this is the case, however, we can demand that the Buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the Buyer's authorisation to resell and process the Goods subject to retention of title.

(d) If the realisable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the Buyer's request.

## § 7 Buyer's claims for defects

(1) Save as otherwise provided below, the Buyer's rights in the event of material defects and defects of title (including misdelivery, short delivery and improper mounting/installation or defective instructions) are governed by the statutory provisions. In all cases, the statutory provisions on the purchase of consumer goods (Section 474 et seq. BGB) and the rights of the Buyer from warranties issued separately, in particular by the manufacturer, remain unaffected.

(2) The basis of our liability for defects is above all the agreement reached on the quality and intended use of the Goods (including accessories and instructions). All product descriptions and manufacturer specifications that are the subject of the specific contract or were made public by us (in particular in catalogues or on our internet homepage) at the time of the conclusion of the contract are deemed to be a quality agreement in this sense. If no agreement has been made on the quality, the presence of a defect is to be assessed in accordance with the statutory provisions (Section 434, paragraph 3 BGB). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the Goods, take precedence over statements made by other third parties. **Without prejudice to other rights, we are entitled to make changes to the Goods without having to inform the Buyer in advance, provided that the function and appearance of the Goods are not permanently impaired or worsened as a result and the acceptance of the Buyer can be reasonably expected. It is agreed that the Goods thus delivered are deemed to be in conformity with the contract.**

(3) In the case of Goods with digital elements or other digital content, we are only obliged to provide and, if applicable, update the digital content if this is expressly stated in a quality agreement in accordance with paragraph 2. In this respect, we accept no liability for public statements made by the manufacturer or other third parties.

(4) In principle, we are not liable for defects that the Buyer is aware of or has no knowledge of due to gross negligence at the time of conclusion of the contract (Section 442 BGB). Furthermore, the Buyer's claims for defects presuppose that they have complied with their statutory inspection and notification obligations (Sections 377, 381 HGB). In the case of Goods intended for assembly or other further processing, inspection must always be carried out immediately before the processing. Where a defect becomes apparent during delivery, inspection or at some later time, we must be notified immediately in writing. In any case, obvious defects must be reported in writing within 5 working days of delivery and defects not recognisable during the inspection within the same period from their discovery. If the Buyer fails to properly inspect and/or report defects, our liability for the defect not reported, not reported on time or not reported properly is excluded in accordance with the statutory provisions. In the case of Goods intended for assembly, fitting or installation, this also applies if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, in particular, the Buyer has no claims to reimbursement of corresponding costs ("Dismantling and Assembly Costs").

(5) If the delivered item is defective, we can initially choose whether we render supplementary performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). If the type of supplementary performance chosen by us is unacceptable to the Buyer in the case in question, they may reject it. Our right to refuse supplementary performance under the statutory conditions remains unaffected.

(6) We are entitled to make the supplementary performance owed subject to the condition that the Buyer pays the purchase price due. However, the Buyer is entitled to retain a portion of the purchase price appropriate in relation to the defect.

(7) The Buyer must give us the time and opportunity required for the supplementary performance owed, and in particular must hand over the rejected Goods for inspection purposes. In the event of a replacement delivery, the Buyer must return the defective item to us at our request in accordance with the statutory provisions; however, the Buyer has no entitlement to return the item. Supplementary performance does not include the dismantling, removal or deinstallation of the defective item or the assembly, fitting or installation of a defect-free item if we were not originally obliged to perform these services; claims of the Buyer for reimbursement of corresponding costs ("Dismantling and Assembly Costs") remain unaffected.

(8) If a defect actually exists, we will bear or reimburse the expenses necessary for the purpose of inspection and supplementary performance, in particular transport, travel, labour and material costs and, if applicable, Dismantling and Assembly Costs, in accordance with the statutory provisions and these GTDP. Otherwise, we may demand compensation from the Buyer for the costs arising from an unjustified request to remedy a defect if the Buyer knew or could have recognised that there was in fact no defect.

(9) In urgent cases, e.g. if there is a risk to operating safety or to prevent disproportionate damage, the Buyer has the right to remedy the defect themselves and demand compensation from us for the expenses objectively required in this regard. We must be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse corresponding supplementary performance in accordance with the statutory provisions.

(10) If a reasonable deadline to be set by the Buyer for the supplementary performance has expired without success or is dispensable in accordance with the statutory provisions, the Buyer can withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. However, there is no right of withdrawal in the event of an insignificant defect.

(11) Claims of the Buyer to reimbursement of expenses under Section 445a, paragraph 1 BGB are excluded unless the last contract in the supply chain relates to the purchase of consumer goods (Sections 478, 474 BGB) or is a consumer contract on the supply of digital products (Sections 445c, sentence 2; 327, paragraph 5; 327u BGB). Claims of the Buyer for damages or reimbursement of futile expenses (Section 284 BGB) only exist in accordance with § 8 and § 9 below, even if the Goods are defective.

## § 8 Other liability

(1) Unless otherwise stated in these GTDP, including the following provisions, in the event of a breach of contractual and non-contractual obligations, we will be liable in accordance with the statutory provisions.

(2) In the event of wilful intent and gross negligence, we will be liable for damages – irrespective of the legal grounds – within the scope of fault-based liability. In the event of simple negligence, we will be liable, subject to statutory limitations of liability (e.g. care exercised in our own affairs; insignificant breach of duty), only for

a) damages resulting from injury to life, limb or health,

b) damages arising from the breach of an essential contractual obligation (an obligation, the fulfilment of which is essential for the proper execution of the contract and on compliance with which the contracting party can reasonably expect to be able to rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from paragraph 2 also apply to third parties and to breaches of duty by persons (including in their favour) for whose fault we are responsible in accordance with the statutory provisions. They do not apply if a defect has been fraudulently concealed or a warranty has been given for the quality of the Goods and for claims of the Buyer under the German Product Liability Act.

(4) The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the Buyer (in particular in accordance with Sections 650, 648 BGB) is excluded. Otherwise, the statutory conditions and legal consequences apply.

## § 9 Limitation period

(1) By way of derogation from Section 438, paragraph 1, subparagraph 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period begins on acceptance.

(2) The above limitation periods under sales law also apply to contractual and non-contractual claims for damages of the Buyer based on a defect in the Goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in the case in question. Claims for damages of the Buyer in accordance with § 8, paragraph 2, sentence 1 and point (a) of sentence 2 and under the German Product Liability Act become statute-barred exclusively in accordance with the statutory limitation periods.

## § 10 Applicable law and place of jurisdiction

(1) These GTDP and the contractual relationship between us and the Buyer are governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Buyer is a merchant within the meaning of the German Commercial Code, a legal person under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Schweinfurt. The same applies if the Buyer is a trader within the meaning of Section 14 BGB. In all cases, however, we are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTDP or an overriding individual agreement or at the general place of jurisdiction of the Buyer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected.

*Effective February 2024*