

I. General / Scope

- The following General Terms and Conditions apply to all business transactions concluded with us. Any deviating or conflicting terms of the Purchaser shall not become part of the contract, even if we do not expressly object to them or render performance without reservation.
- These terms apply only to entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), to legal entities under public law and to special funds under public law.
- Oral side agreements or commitments require our confirmation in writing to be effective; text form (e.g. e-mail) is sufficient.
- Should any provision of these terms be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. Invalid or missing provisions shall be replaced by the applicable statutory provisions.

II. Offer and Scope of Obligations

- Our offers are subject to change and non-binding. A contract is concluded only upon our written order confirmation or upon execution of the delivery.
- If information on the scope or content of our delivery obligation differs between the offer and the acceptance, the information contained in our offer or order confirmation shall always prevail.
- All technical specifications contained in our offers and order confirmations are approximate values; deviations customary in the trade remain reserved.
- Safety devices required under foreign national law form part of our scope of delivery only if this has been expressly agreed in the individual case.
- Our delivery terms are governed by the Incoterms in the version valid at the time the contract is concluded. The applicable Incoterm (e.g. EXW Krefeld, FCA Krefeld or DAP place of destination) shall be expressly stated in the offer or order confirmation.

III. Prices and Payment Terms

- Our prices are net prices plus the applicable statutory value-added tax. Unless expressly agreed otherwise, all prices are ex works and do not include packing material, freight, delivery to the place of installation, unloading, set-up or installation.
- For intra-Community supplies and other services rendered to entrepreneurs established in another EU Member State, no German VAT is charged, provided that the Purchaser notifies us of its valid VAT identification number and the conditions of the reverse-charge procedure (Art. 44, 196 of the EU VAT Directive; section 13b of the German VAT Act) are met. In that case, the tax liability is transferred to the Purchaser.
- The agreed prices remain binding until the purchase price becomes due, but for no longer than six months from conclusion of the contract. Thereafter, and until expiry of our delivery period, we reserve the right to make a reasonable price adjustment insofar as the relevant cost factors (in particular material, energy and labour costs) change.
- Payments shall be made in Euro without any deduction. Payment may be made by bank transfer, letter of credit (L/C) or against documents. Bills of exchange and cheques are accepted only by special agreement and only on account of performance; the costs of discounting and collection shall be borne by the Purchaser.
- Default interest: In the event of a delay beyond the agreed due date, or in the event of a granted payment extension, the Purchaser shall pay interest at a rate of 2 percentage points above the prevailing base rate of the German Federal Bank (section 247 BGB), but not less than 7 % per annum. The right to claim further damages caused by default, as well as the statutory default interest under section 288 BGB, is expressly reserved.
- The Purchaser shall be entitled to withhold payment or to set off counter-claims only insofar as such counter-claims are undisputed, have been established by a final and binding court ruling, are ready for decision, or arise from the same contractual relationship.
- If the Purchaser is in default of payment, or if we become aware of circumstances that seriously call its solvency into question (e.g. protests of bills of exchange or cheques, enforcement measures, an application to open insolvency proceedings), all of our claims shall become immediately due and payable. In this case we are entitled to rescind contracts not yet fulfilled after a reasonable period set by us has expired without result. Goods delivered under retention of title shall be returned to us immediately upon first request at the Purchaser's expense.

IV. Delivery Time and Force Majeure

- Any quoted delivery time refers to completion at our works and is non-binding unless a firm deadline has been expressly agreed. If we exceed a firm deadline by more than three weeks, the Purchaser shall grant us a reasonable extension. Claims for damages due to delay in delivery are governed exclusively by Clause VII (Liability).
- Our compliance with a delivery period presupposes that the Purchaser duly fulfils its duties to cooperate in good time (e.g. submission of required approvals, compliance with the agreed payment conditions and other contractual obligations).
- Events of force majeure and other unforeseeable circumstances for which we are not responsible (e.g. operational disruptions, strikes, lock-outs, official measures, currency and other market restrictions, shortages of energy and raw materials, disruptions of supply and transport chains, epidemics and pandemics), including where they occur at our upstream suppliers, extend the delivery period by the duration of the impediment. If the impediment lasts longer than ten weeks, either party is entitled to rescind the contract with respect to the affected scope of performance. No further claims exist unless Clause VII provides otherwise.
- Partial deliveries to a reasonable extent are permitted.

V. Passing of Risk

- Risk passes to the Purchaser in accordance with the agreed Incoterm, but at the latest when the goods are handed over to the carrier or freight forwarder, upon dispatch, or upon collection ex works. Packing and shipment are arranged at our best discretion. We hereby assign to the Purchaser any claims we may have against the carrier. Any further claims against us arising from shipment are excluded, unless Clause VII provides otherwise.
- Insurance against transport damage is arranged only upon express agreement and at the Purchaser's expense. If such insurance has been taken out, the Purchaser is obliged, in the

event of transport damage, to call in an average commissioner to record the damage without delay and in any event before unpacking. Failure to do so may result in the loss of insurance cover under the general terms of the transport insurer.

VI. Warranty / Claims for Defects

- The Purchaser shall inspect the goods without delay upon receipt (section 377 of the German Commercial Code). Readily noticeable defects must be notified to us in writing (text form is sufficient) without delay, at the latest within a cut-off period of ten days after receipt; upon request, the defective goods shall be returned to us carriage paid. Hidden defects must be notified without delay upon discovery.
- In the event of a justified and timely notice of defect, we shall, at our option, provide subsequent performance by remedying the defect or by delivering a replacement. The Purchaser shall grant us the time and opportunity required for subsequent performance free of charge.
- The limitation period for claims for defects is twelve months from delivery or passing of risk. This does not apply to claims for injury to life, body or health, to intent and gross negligence, to fraudulently concealed defects, to claims under the German Product Liability Act, or to the cases set out in sections 438(1) no. 2 and 634a(1) no. 2 BGB (buildings and building materials); in these cases the statutory limitation periods apply. For used goods, claims for defects are excluded to the extent permitted by law.
- No warranty is assumed for damage resulting from natural wear and tear, faulty or negligent handling, excessive use, unsuitable operating materials, chemical, electro-chemical or electrical influences, or weather and other natural influences, unless we are responsible for them.
- Insofar as the subject matter of the contract concerns development, prototyping or digitisation services (e.g. the creation of embroidery files, design or process development), we owe the professional performance of the agreed service but not a particular development or functional result, nor fitness for a particular purpose, unless such a result has been expressly warranted in writing.
- If the Purchaser asserts defects and it turns out that no defect exists or that we are not obliged to provide warranty, the Purchaser shall reimburse us for the resulting expenses, provided it is at fault.
- Our warranty obligation ceases insofar as the Purchaser, itself or through third parties not authorised by us, makes alterations or carries out repair or maintenance work, unless the defect is unrelated to such work.

VII. Liability

- We are liable without limitation for damage arising from injury to life, body or health, and for intent and gross negligence.
- In the case of ordinary negligence, we are liable only for the breach of a material contractual obligation (cardinal obligation), the fulfilment of which is essential to the proper performance of the contract and on the observance of which the Purchaser may regularly rely. In this case, liability is limited to the foreseeable damage typical for this type of contract.
- Any further liability is excluded. Liability under the German Product Liability Act and on the basis of a guarantee expressly assumed by us remains unaffected.
- Insofar as our liability is excluded or limited, this also applies to the personal liability of our legal representatives, employees and vicarious agents.

VIII. Retention of Title

- The delivered goods remain our property until all present and future claims arising from the business relationship, as well as any balance of a current account, have been settled in full.
- Until all our claims have been settled in full, resale or relocation to a place other than the place of delivery is permitted only with our written consent. The Purchaser hereby assigns to us, up to the amount of our claims and by way of security, any claims arising from a resale of the reserved goods; we accept this assignment.
- As long as goods delivered by us remain our property, the Purchaser shall notify us without delay of any impairment of our ownership, in particular enforcement measures by third parties.
- If payment is made by cheque or bill of exchange, the retention of title ceases only upon collection. If the realisable value of the securities granted to us exceeds our claims by more than 10 %, we shall release securities of our choice at the Purchaser's request.

IX. Intellectual Property and Confidentiality

- All copyrights and other intellectual property rights in the work results produced by us, in particular embroidery files, designs, drawings and know-how, belong to us. Upon full payment, the Purchaser receives a simple, non-transferable right of use to the contractually agreed extent. Any more extensive rights are transferred only upon express written agreement.
- We reserve title and copyright in cost estimates, drawings and other documents. They may not be made accessible to third parties without our consent.
- Each party shall treat the other party's confidential information as confidential and use it solely for the purposes of the contract. The provisions of a separately concluded non-disclosure agreement (NDA) take precedence over these terms.

X. Final Provisions

- The place of performance and the exclusive place of jurisdiction for all rights and obligations arising directly or indirectly from the business relationship is Krefeld, provided that the Purchaser is a merchant, a legal entity under public law or a special fund under public law. We are additionally entitled to bring action at the Purchaser's general place of jurisdiction. This also applies to actions in proceedings on bills of exchange and cheques.
- The law of the Federal Republic of Germany applies, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
- Claims against us may be assigned to third parties only with our prior written consent; section 354a of the German Commercial Code remains unaffected.
- Amendments and supplements to these terms and to the contract require text form.

Valid from 1 July 2026

This English text is a translation for convenience only. In the event of any discrepancy, the German version shall prevail.

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