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2. Scope of application

- (1) These terms and conditions apply to entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law (hereinafter: Customer).
- (2) Our deliveries, services and offers shall be made exclusively on the basis of these General Terms and Conditions of Sale and Delivery. They shall also apply to all future transactions with the Customer, insofar as they are legal transactions of the same or a similar nature.
- (3) The Customer's terms and conditions of business or purchase are hereby rejected.

3. Offer and conclusion of contracts, cost estimate, dimensions, weights

- (1) Our offers as well as the prices and delivery options stated in our catalogues, print material, letters etc. are subject to change without notice and non-binding, unless we have expressly declared them as binding. Cost estimates shall not be binding.
- (2) We can accept an order from the Customer, which is to be qualified as an offer to conclude a contract, within two weeks by sending a written confirmation or by performing the contractual service within the same period.
- (3) Unless they are expressly marked as binding, attached documents such as illustrations, drawings, weight and measurement specifications are approximate values in keeping with standard industry practice. In particular with regard to our valves, we reserve the right to deviate in terms of dimensions and materials. Insofar as flow rates and resistance coefficients of our valves are listed in our catalogues, these figures merely enable the correct selection and dimensioning of the valves to be fitted or give an indication of the pump capacities to be installed. The values for operating pressures and temperatures given in our tables are only valid up to a nominal width of DN 80. Deviating operating pressures and temperatures represent special designs, for which surcharges apply.
In the case of special designs, the Customer must provide detailed information on pressure, medium and temperature.
- (4) We reserve property rights and copyrights to illustrations, brochures, calculations and other documents; they must not be made accessible to third parties. This shall apply in particular to such written documents that are designated as "confidential"; the Customer shall require our express written consent before passing them on to third parties.
- (5) The delivery weights and quantities determined by us shall be decisive for the calculation.

4. Delivery, partial deliveries, tolerances

- (1) Our delivery obligations shall be subject to the reservation of correct and timely delivery from our suppliers unless we are responsible for their incorrect or delayed delivery.

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- (2) We shall only be entitled to make partial deliveries and render partial services if this is of interest to the Customer in accordance with the purpose of the contract and this does not result in considerable extra expenses for the Customer.
- (3) Information on delivery times shall be approximate, unless otherwise agreed with the Customer. Delivery terms shall only commence after all execution details have been fully clarified and shall be subject to the timely and proper fulfilment of the Customer's obligations.
- (4) If the Customer is in default of call-off, acceptance or collection of the goods, we shall be entitled to demand compensation for the damage incurred by us; the risk of accidental deterioration and accidental loss shall pass to the Customer as soon as the Customer defaults on acceptance.
- (5) Deviations in dimensions, weight and quantity within the scope of customary commercial tolerances, relevant DIN regulations and technical casting requirements shall be permissible. Specifications of dimensions and weights in our offers and order confirmations shall not constitute quality guarantees.
- (6) For our rolled products division, we can execute agreed delivery quantities with a quantity tolerance of +/-10 per cent, as is a customary practice in the industry.

5. Prices, reservation of right to change prices

- (1) Unless otherwise stated, our prices shall be in euros "FCA (Free Carrier) Olpe-Harkortstraße" (Incoterms® 2020), plus any VAT, excluding packaging, freight, customs duty and insurance, which may be charged separately.
- (2) For all orders – including orders on call and successive delivery contracts – where delivery is made later than four months after placing the order in accordance with the contract or at the Customer's request, we shall be entitled to pass on material and wage price increases to the Customer within the scope of and as compensation for these price increases between conclusion of the contract and delivery.
If the price at the time of performance of the service has increased due to a change in the market price or an increase in the fees charged by third parties involved in the performance of the service, the higher price shall apply. If this price is more than 20 per cent higher than the agreed price, the Customer shall have the right to withdraw from the contract promptly after we have notified him accordingly.
- (3) Price agreements for reworking business shall apply on condition that the Customer provides the necessary material 6 weeks before the delivery date carriage-free. If this is not the case we shall be entitled to cover our metal needs at the Customer's expense at current prices.

6. Shipment, packaging, costs, transfer of risk

- (1) The goods shall be dispatched at the expense and risk of the Customer. Unless otherwise agreed in writing, the delivery term shall be "FCA (Free Carrier) Olpe-Harkortstraße" (Incoterms® 2020). We shall not be liable – even in the case of carriage paid delivery – for damage or loss during transport. Unless otherwise agreed, we shall decide on the type of packaging and shipment.

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- (2) Goods which have been notified as ready for dispatch must be collected immediately, otherwise we shall be entitled, at our own discretion, to either dispatch them or store them at the cost usually charged by a forwarding agency and at the Customer's risk. One week after commencement of storage, the goods shall be deemed delivered. If dispatch is delayed due to circumstances for which we are not responsible, risk shall pass to the Customer on the date when he was notified that the goods were ready for dispatch.
- (3) Risk shall pass to the Customer when the goods are handed over to the railway, the forwarding agent or the carrier or 1 week after the commencement of storage, but at the latest when the goods leave the factory or warehouse, even if we have undertaken to deliver them.

7. Due date, payment, set-off and retention, returns

- (1) Our invoices shall be due and payable in accordance with the agreed terms of payment or the details in the order confirmation, otherwise immediately and without deduction.
- (2) The Customer can only set off our claims against claims that are recognised by us and have been declared final and absolute by a court or such claims that are reciprocal to our claim. The Customer shall only be authorised to exercise a right of retention if its counterclaim is based on the same contractual relationship.
- (3) Goods may only be returned after prior agreement. In the case of goods returned for credit, 20 per cent shall be deducted as a handling fee.

8. Provision of materials by the Customer

In the case of material provided for reworking business as is customary in the non-ferrous metal semi-finished products industry (i.e. material owned by the Customer and used by us to produce the products ordered by the Customer), the following shall apply:

- (1) The parties to this contract agree that in accordance with sections 948(1) and 947(1) of the German Civil Code (BGB), the Customer shall become co-owner of the total quantity of provided materials and our own stocks of a metal sorting as is customary in the industry, insofar as the material provided by the Customer is not still distinctly available on our premises.
Furthermore, the parties agree that the provision of section 947(2) BGB shall not apply in this respect and that the respective proportionate co-ownership of the Customer providing the material and of us in respect of our own material shall remain in place, even if an item is to be regarded as the main item.
- (2) We shall be entitled to mix, process and sell the material provided in the ordinary course of business in the same way as is customary for material purchased with an extended or expanded reservation of title until full title has been established. Pledges and transfers of ownership by way of security shall not be permitted. As a rule, we undertake towards the Customer to maintain sufficient stocks of material according to the stocks of the reworking account we maintain for the Customer, so that in a secured event, the Customer is able to separate the (where applicable,

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proportion of) material provided. Only if this is not possible shall the parties agree on the following provisions for a resale of the material provided, by analogy to the customary provisions for material purchased with an extended or expanded reservation of title. In the event of a resale of the material provided, we hereby assign to the Customer by way of security the resulting claims against the respective purchaser – in the case of co-ownership of the Customer in respect of the sold material provided, in proportion to the value share of the co-ownership attributable to the Customer according to the status of the respective reworking account and our own stocks of material – to the Customer. The same shall apply to other claims that take the place of the provided material or otherwise arise with regard to the provided material, such as insurance claims or claims arising from unlawful acts in the event of loss or destruction. The Customer revocably authorises us to collect the claims assigned to the Customer in our own name. The Customer may only revoke this authorisation in the case of our insolvency or after asserting its claim for the return of the material provided to us.

- (3) If third parties seize the provided material, in particular by attachment, we shall notify them without delay of the Customer's (co-)ownership and shall inform the Customer of this without delay so as to enable the Customer to enforce its ownership rights.
- (4) The Customer shall be obliged to release the items or claims replacing the provided material sold by us which is (co-)owned by the Customer in accordance with the above provisions insofar as their value exceeds the amount of the secured claims, i.e. the respective value of the material provided by the Customer in accordance with the current status of the reworking account maintained by us for the Customer. We shall be entitled to determine the items and claims that are to be released in accordance with the above provision.
- (5) We shall also be entitled to demand release by the Customer if the Customer's material stocks or the co-ownership share replacing them due to combination and intermixture (see (1) above) are actually covered by material in our possession that is (co-)owned by the Customer and can be separated in accordance with the status of the reworking account maintained by us for the Customer.

9. Reservation of title

- (1) The delivered goods shall remain our property (reserved goods) until final payment of all claims arising and accruing on the basis of the business relationship. In the case of several claims or a current account, the reservation of title shall serve as security for the balance claim, even if individual deliveries of goods have already been paid.
- (2) In the case of a breach of contract by the Customer, e.g. default of payment, we shall have the right to take back the reserved goods after setting a reasonable grace period. If we take back the reserved goods, this shall constitute a cancellation of the contract. We shall be entitled to freely dispose over the reserved goods after their return. After deduction of an appropriate amount for the realisation costs, the realisation proceeds shall be set off against the amounts owed to us by the Customer.

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- (3) If third parties seize the reserved goods, in particular by attachment, the Customer shall notify them without delay of our ownership and shall inform us without delay so as to enable us to enforce our ownership rights.
- (4) The Customer shall be entitled, until further notice, to process and sell the reserved goods in the ordinary course of business as long as the Customer is not in default. This power shall end if the Customer is in default of payment, or if the Customer ceases to make payments, or if an insolvency petition is filed against the Customer. Pledges or transfers of ownership by way of security shall not be permitted. The Customer hereby assigns to us in full by way of security any claims arising from the resale or any other legal grounds (insurance, unlawful act) in respect of the reserved goods. We accept this assignment. We revocably authorise the Customer to collect the claims assigned to us for its account in its own name. This authorisation shall expire if the Customer does not duly meet its payment obligations, has payment difficulties, enforcement measures are taken against the Customer or judicial insolvency proceedings are opened against the Customer's assets or the opening of such proceedings is rejected for lack of assets.
- (5) Any processing or transformation of the goods shall always be performed for us as the manufacturer, but without any obligation for us. If the delivery items are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the delivery items to the value of the other processed objects at the time of processing. If the delivery items are inseparably combined with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the delivery items to the value of the other combined objects at the time of combining. If the Customer's item is to be regarded as the main item when it is combined or intermixed, it is agreed that the Customer shall transfer co-ownership of the new item to us proportionately. The Customer shall store the thus created item co-owned by us on our behalf.
- (6) If a secured event occurs (objective insolvency, non-payment, suspension of payments, insolvency, etc.), the Customer undertakes to provide us with an exact list of receivables assigned to us with names and addresses of its customers, to notify its customers of the assignment promptly and to provide us with all information necessary for the assertion of the assigned receivables.
- (7) We shall be obliged to release the securities to which we are entitled to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10 per cent; in this context, we shall be responsible for selecting the securities to be released.

10. Warranty

- (1) In the event of a breach of a contractual obligation, the Customer shall be entitled to its statutory rights against us in accordance with the following provisions.
- (2) The Customer shall only be entitled to warranty claims if it has fulfilled its inspection and complaint obligations in accordance with section 377 of the German Commercial Code (HGB).
- (3) In the event of justified and timely notification of defects, the Customer shall be entitled to demand cure during the warranty period; we shall be entitled to choose the type of cure – rectification of the defect or delivery of a non-defective item. If the cure should fail or the

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Customer cannot be expected to accept further cure attempts, the Customer shall be entitled to abate the purchase price or to rescind the contract.

- (4) If a claim is made against the Customer by its customer or a consumer due to a defect of the delivered goods which was already present at the time of the transfer of risk or which was claimed by a consumer as the final purchaser, the Customer's statutory rights of recourse against us in accordance with sections 478, 479 of the German Civil Code (BGB) shall remain unaffected.
- (5) The Customer can only claim compensation for the defect subject to the conditions in Point 10 if rectification has failed or we refuse rectification. This shall apply without prejudice to the Customer's right to assert further-reaching compensation claims subject to the conditions in Point 10.
- (6) Only the Customer shall be entitled to claims against us due to defects and such claims shall not be assignable.
- (7) The limitation period for claims for defects shall be one year from the transfer of risk. This shall not apply if the law prescribes longer periods in accordance with section 438(1) (2) (buildings and items used for buildings), section 478, section 479 (recourse by supplier) and section 634a(1) (2) (building defects) of the German Civil Code (BGB) and in cases of injury to life, body or health, in the event of a breach of obligations due to intent or gross negligence by us or our vicarious agents and in the event of fraudulent concealment of a defect and in the event of claims arising from a guarantee for the quality of the item.

11. Liability

We shall only be liable for damages incurred if they are based on a breach of a material contractual obligation or on intent or gross negligence on our part, on the part of our legal representatives or our vicarious agents. If a material contractual obligation is breached due to ordinary negligence, our liability shall be limited to the foreseeable damage typical for the contract. An essential contractual obligation is given in the case of obligations the fulfilment of which makes due and proper implementation of the agreement possible in the first place and which the Customer has expected and can expect to be complied with.

Any further liability for damages shall be ruled out. Liability for culpable injury to life, body or health in accordance with the statutory provisions shall remain unaffected. This shall also apply to mandatory liability under the German Product Liability Act (*Produkthaftungsgesetz*) or under a guarantee given by us.

12. Property rights, equipment, models and drawings

- (1) If deliveries are made according to drawings or other information provided by the Customer, the Customer shall be responsible for their correctness and for ensuring that the property rights of third parties are not infringed; the Customer shall indemnify us against all claims of a property right owner.

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- (2) Tools, moulds, models and equipment required for the ordered goods can be charged by us in full or proportionately. They shall remain our property unless expressly agreed otherwise with the Customer. If they are manufactured according to specifications of the Customer, they shall be used exclusively for deliveries to the Customer as long as the Customer meets its acceptance and payment obligations and the business relationship continues.
- (3) The costs for the maintenance, modification and use of the models or casting equipment including the subsequent moulds shall be borne by the Customer. If the models or moulds are provided by the Customer, the Customer shall be liable for ensuring that they are correctly designed for the casting process and that the models and casting equipment are executed in a way that fits the intended use. We shall not be obliged – except by written agreement – to check the conformity of the casting equipment provided with the attached drawings. We may modify production equipment provided by the Customer after consultation and approval if this appears necessary to us for reasons related to the casting process. Models, moulds, die-casting equipment and other materials provided to us by the Customer shall be stored by us with the necessary care.
- (4) The Customer shall bear the costs of modification, maintenance and replacement of its production equipment.
- (5) Drawings and documents handed over to the Customer by us shall not be passed on to third parties unless we have given our written consent. We shall be entitled to demand the return of these drawings and documents at any time.

13. Force majeure

In cases where one party is affected by force majeure (including strike and lockout in third-party companies), each party shall be entitled to suspend the performance of their contractual obligations without being liable for damages and/or reimbursement of expenses. Force majeure within this meaning shall be deemed to have occurred in the case of an event external to the business, externally caused by elementary forces of nature or by actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically acceptable means, even by the utmost care reasonably to be expected under the circumstances, and is not to be accepted by the business operator even due to its frequency in the business.

The other contracting party shall be notified of the impediment to performance promptly and without undue delay.

If contractual performance is delayed by more than four (4) months for reasons of force majeure as defined above, and if the parties have not agreed on a new basis for continuing contractual performance at the end of the delay, either party may, after this period and if the cause of non-performance continues to exist, give written notice of termination of the contract to the other party or, if the legal requirements are met, withdraw from the contract.

14. Place of performance, legal venue, governing law

- (1) The place of performance for all delivery obligations on our part and for the other contractual obligations of both parties shall be the location of our registered place of business, unless otherwise stated in the order confirmation.
- (2) This contract and these terms and conditions as well as the entire legal relationship between the Customer and us shall be governed by the law of the Federal Republic of Germany to the exclusion of all references to other legal systems and international treaties. The application of the UN Convention on Contracts for the International Sale of Goods (UNCITRAL/CISG) and the UN Statute of Limitations shall be ruled out.
- (3) The place of jurisdiction in the case of contracts with merchants and legal entities shall be the competent court at our registered place of business. However, we shall also be entitled to take legal action against the Customer at the court of its registered place of business.

15. Final provisions, miscellaneous

- (1) Personal data of the supplier shall be stored by us in accordance with the provisions of the General Data Protection Regulation (GDPR). We are entitled to process personal data within the scope of the business relationship. The rights of data subjects are very important to us. Our entire privacy statement, as well as the rights of data subjects, can be viewed at any time on our website under the link <https://www.kemper-olpe.de/de/meta-navigation/datenschutz/>.
- (2) The contractual language shall be German. Insofar as the contract partners additionally use another language, the German wording shall take precedence.
- (3) Weight measurements for billing purposes shall be determined using calibrated measuring instruments and originate from freely programmable additional equipment. The calibrated measured values for billing purposes shall be stored unchanged for at least three months after receipt of delivery and can be viewed by the Customer.

Olpe, 01 September 2025

Document properties

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Responsibility for maintenance	Guido F. Höck
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4.0	12/09/2020	Revision	Revised document	Guido F. Höck
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