

OEST LUBRICANTS GmbH & Co. KG

72250 Freudenstadt, Germany

General Terms and Conditions for Deliveries and Services

Valid from 01 September 2024

A. General Terms and Conditions of Contract

The General Terms and Conditions listed in this section apply to the sale and delivery of goods, the provision of services and the use of the fluid management app "OEST My Fluid". In this respect, they apply in addition to the special terms and conditions of sale and delivery of goods agreed in Section B, the special terms and conditions for the provision of services agreed in Section C and the special terms and conditions agreed in Section D for free and paid use of the fluid management app "OEST My Fluid".

I. General / scope of application

1. The following Conditions apply exclusively to traders, legal entities under public law or special funds under public law in the meaning of Section 310 of the German Civil Code (Bürgerliches Gesetzbuch, BGB) (hereinafter referred to as the "Purchaser" or "User") and form the basis of all offers and deliveries. These Terms and Conditions of Sale and Delivery shall also apply to all business transactions of a similar nature carried out with the Purchaser in future.
2. Deviating terms and conditions of the Purchaser shall only apply if and insofar as we have expressly recognised them in writing. The terms and conditions of the Purchaser or a third party shall not apply, even if application has not been explicitly excluded in the individual case. Even if we make reference to a letter from the Purchaser that includes the terms and conditions of the Purchaser or a third party or refers to them, this does not constitute acceptance of the validity of said terms and conditions.
3. Any supplements, side agreements or amendments to the contractual agreements entered into, including these General Terms and Conditions of Sale and Delivery, must be made in writing in order to be valid.
4. Samples, cost estimates, drawings and work created by us remain our property. Insofar as we create data and information in electronic form, we reserve copyright. These data and information may not be made accessible to third parties without our prior consent.

II. Conclusion of contract / offsetting / withholding of payments for orders via the online shop

1. The presentation of goods in our online shop at <https://shop.oest.de/> does not constitute a legally binding offer, but is subject to change and non binding. The information contained in our offers or on our website regarding dimensions, weights or other properties as well as type designations, descriptions and illustrations are non binding.

2. An order in our online shop is only possible after prior registration. The Purchaser can register on the website of the online shop by clicking on the “Registration” button and completing the subsequent registration procedure. For successful registration, the Purchaser must enter the mandatory information required as part of the registration process in the registration form. The Purchaser warrants that the information entered by them is accurate and that they are acting on their own behalf.
3. The Purchaser will receive confirmation of successful registration. Registration is not complete until we send the registration confirmation. There is no right to registration. We may refuse the Purchaser’s registration without providing any reason.
4. The data collected by us as part of the registration process is stored in compliance with statutory data protection regulations. The Purchaser may request the deletion of the data stored by us at any time. With the deletion, the Purchaser’s registration and order authorisation in our online shop will also lapse.
5. By clicking on the “Shopping basket” button, the selected product is earmarked for a potential later order. The order process can be continued via the “Shopping basket”, which can be accessed at any time via a link in the shop offer, by clicking on the “Order now” button. Every step of the order process is explained and the required information is requested. To complete the order, a list of all products in the shopping basket is displayed; the type and number of products can be modified or deleted. After the details are checked and approved by the Purchaser, the order is sent to us. The order is to be qualified as an offer within the meaning of Section 145 BGB and is legally binding.
6. After the order is received, the Purchaser receives an automatically generated confirmation of receipt by email. The confirmation of receipt does not constitute a binding acceptance of the order, but only confirms receipt of the order. We reserve the right to carry out a credit check on the Purchaser and to refuse to accept the order if there are negative characteristics. Upon acceptance of the order, the Purchaser will receive a separate order confirmation by email.
7. In the case of call orders, the entire specified quantity must be accepted by the Purchaser within the agreed period. Promises of special prices relate only to the respective order and are not to be considered precedents for subsequent contracts.
8. The contract documents are stored electronically by us. At the request of the Purchaser, we will provide them with the contractual documents, including these terms and conditions of sale and delivery, by email.
9. Insofar as our employees make verbal collateral agreements or give assurances before or upon conclusion of the contract, these shall require our written confirmation. Subsequent changes to the order and changes to the delivery contract must also be confirmed by us in writing. The individual agreement takes precedence.
10. Obvious errors, typographical, printing and calculation errors are not binding for the scope of our service provision. Unless otherwise agreed, the documents forming part of the offer, such as illustrations, drawings, calculations, weights and dimensions, are only approximate. Such information, in particular regarding the performance and usability of the delivered products as well as DIN standards, shall only be deemed to be an agreement on quality or a guarantee within the meaning of Section 443(1) BGB if we expressly declare this in writing. Similarly, no conclusions as to quality and

suitability may be drawn from general product descriptions nor claims for material defects, unless particular features of the product are expressly confirmed by us in writing.

11. Technical advice from our employees is given to the best of our knowledge and belief; however, liability on our part can only be derived from this if such advice is part of the contractual agreement.

12. If we provide the Purchaser with samples, these shall be deemed to be test samples and not samples within the meaning of Sections 454, 455 BGB.

13. If, after conclusion of the contract, we become aware of facts, in particular a default in payment with regard to earlier deliveries, which, according to our best commercial judgement, indicate a significant deterioration in the Purchaser's financial situation, we shall be entitled to demand advance payment or corresponding securities from the Purchaser and, in the event of refusal, to withdraw from the contract, whereby partial deliveries already made must be returned to us immediately. The claim for repayment is due immediately upon assertion.

14. The offsetting of counter-claims by the Purchaser or the withholding of payments by the Purchaser on grounds of such claims is only permitted insofar as the counter-claims are not contested or if they have been legally established or arise from the same order under which the delivery in question was made.

III. Conclusion of contract / offsetting / withholding of payments for orders not made through the online shop

1. Our offers are always subject to change and non binding, unless a binding assurance is expressly given. The information on dimensions, weights or other properties as well as type designations, descriptions and illustrations contained in our offers, printed matter or other documents are also non binding, although they are made to the best of our knowledge.

2. By ordering the goods, the Purchaser makes a binding declaration that they wish to purchase the goods ordered. Orders represent an offer in accordance with Section 145 BGB and can be accepted by us within three weeks of receipt in writing or in text form, i.e. by email, fax or letter as well as by sending the goods. In this case, the delivery receipt or invoice shall be considered the order confirmation. For orders placed electronically, i.e. by email and not through our online shop, we will promptly confirm receipt of the order. The confirmation of receipt does not constitute binding acceptance of the order by us. The confirmation of receipt can be combined with the declaration of acceptance or submission of the invoice.

3. We reserve the right to carry out a credit check of the Purchaser after receipt of the order and to refuse to accept the order if there are negative characteristics.

4. In the case of call orders, the entire specified quantity must be accepted within the agreed period. Promises of special prices relate only to the respective order and are not to be considered precedents for subsequent contracts.

5. If the Purchaser orders the goods electronically, we shall save the contractual documents and make them available to the Purchaser by email at the Purchaser's request, including these Terms and Conditions of Sale and Delivery.

6. In the case of the provision of services and consulting services in accordance with Section C of these terms and conditions, we shall submit an offer to the Purchaser based on his individual requirements. This offer constitutes a binding offer in accordance with Section 145 BGB. By accepting the offer, the Purchaser makes a binding declaration to make use of the services and consulting services offered. If the offer is accepted, we shall confirm acceptance to the Purchaser in writing or in text form, i.e. by email, fax or letter.

7. The conclusion of the contract for the use of the fluid management app "OEST My Fluid" shall be governed by the special provisions in Section D Clause II (free module) and Clause XI (paid module).

8. Insofar as our employees make verbal collateral agreements or give assurances before or upon conclusion of the contract, these shall require our written confirmation. Subsequent changes to the order and changes to the delivery contract must also be confirmed by us in writing in order to be effective. The individual agreement takes precedence.

9. Obvious errors, typographical, printing and calculation errors are not binding for the scope of our service provision. Unless otherwise agreed, the documents forming part of the offer, such as illustrations, drawings, calculations, weights and dimensions, are only approximate. Such information, in particular regarding the performance and usability of the delivered products as well as DIN standards, shall only be deemed to be an agreement on quality or a guarantee within the meaning of Section 443(1) BGB if we expressly declare this in writing. Similarly, no conclusions as to quality and suitability may be drawn from general product descriptions nor claims for material defects, unless particular features of the product are expressly writing confirmed by us.

10. Technical advice from our employees is given to the best of our knowledge and belief; however, liability on our part can only be derived from this if such advice is part of the contractual agreement.

11. If we provide the Purchaser with samples, these shall be deemed to be test samples and not samples within the meaning of Sections 454, 455 BGB.

12. If, after conclusion of the contract, we become aware of facts, in particular a default in payment with regard to earlier deliveries, which, according to our best commercial judgement, indicate a significant deterioration in the Purchaser's financial situation, we shall be entitled to demand advance payment or corresponding securities from the Purchaser and, in the event of refusal, to withdraw from the contract, whereby partial deliveries already made must be returned to us immediately. The claim for repayment is due immediately upon assertion.

13. The offsetting of counter-claims by the Purchaser or the withholding of payments by the Purchaser on grounds of such claims is only permitted insofar as the counter-claims are not contested or if they have been legally established or arise from the same order under which the delivery in question was made.

IV. Liability

1. Claims for damages by the Purchaser for compensation for direct and indirect damage, including incidental and consequential damage, are excluded – regardless of the legal grounds – subject to the following provisions and subject to any special provisions for compensation in the event of default in delivery.

2. Claims of the Purchaser remain unaffected if

- a) the damage is based on intent or gross negligence by us, our legal representatives or vicarious agents.
- b) a culpable breach of duty by us, our legal representatives or vicarious agents has led to bodily injury or damage to health.
- c) we have fraudulently concealed a legal or material defect or insofar as we have assumed a guarantee.
- d) we are strictly liable due to other reasons, e.g. the German Product Liability Act (Produkthaftungsgesetz).
- e) the damage is based at least on a negligent breach of fundamental contractual obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contracting party regularly relies and may rely on (“cardinal obligations”), by us, our legal representatives or vicarious agents.

3. In the event of a breach of material contractual obligations, that is, contractual obligations that are essential to the performance of the contract, our liability shall be limited to the reasonably foreseeable damage typical of the contract, unless we are guilty of intent or gross negligence or we are liable for injury to life, limb or health.

4. The Purchaser shall inform and consult us immediately and comprehensively in writing if they wish to make a claim against us in accordance with the above provisions. The Purchaser must give us the opportunity to investigate the claim.

V. Data protection

We provide information about our handling of information and personal data in connection with the sale and delivery of goods, the provision of work and services and in connection with the use of the fluid management app “OEST My Fluid” in our data protection information on our website at <https://www.oest.de/datenschutz>.

VI. Miscellaneous provisions

1. The place of jurisdiction for all disputes arising from the business relationship is our registered office (Freudenstadt). However, we are also entitled to bring an action at the place of fulfilment of our delivery obligation in accordance with these Conditions or pursuant to an overriding individual agreement or at the general place of jurisdiction of our Purchaser.

2. The law of the Federal Republic of Germany shall apply exclusively to all disputes arising from contracts to which these provisions apply and to all disputes arising from the business relationship between us and the Purchaser. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) and private international law is excluded.

3. In the event that any of the following or preceding provisions of these Terms and Conditions are or become ineffective, the operative effect of the remaining provisions shall not be affected.

B. Special terms and conditions of sale and delivery for goods

I. Condition of the goods

1. The quality of the delivery item corresponds to that customary in the market, taking into account the relevant DIN standards and safety data sheets. Analysis data, characteristics, test errors and tolerances are also determined in accordance with the relevant DIN standards. The samples and typical characteristics provided shall merely provide an indication of the quality of the goods to be supplied with the usual tolerances.
2. The volume or weight determined by weighing and measuring in our dispatch warehouse or filling plant shall be decisive for the determination of the quantity. This shall also apply if we undertake to transport of the goods by delivery in transport vehicles, barrels, cans and other containers.

II. Delivery Periods / Default in Delivery

1. The place of performance for all obligations of both parties to the contract is Freudenstadt, unless otherwise agreed.
2. Binding delivery dates or deadlines require express agreement. The delivery period shall commence at the earliest upon receipt of the order confirmation by the Purchaser and is subject to the Purchaser providing us with all documents, authorisations and approvals required to fulfil the order in due time and to the agreed advance payments or payment securities having been made. If the Purchaser has not fulfilled their obligations to co-operate, the delivery time shall be extended accordingly, unless we are responsible for the delay.
3. The delivery period shall be deemed to have been met if the delivery item has left the manufacturing plant within the period or if readiness for dispatch has been notified. Only working days shall be deemed to be relevant days for the delivery period.
4. If the goods ordered with a call order are not accepted by the Purchaser within the agreed deadlines, we may withdraw from the call order. In the event of cancellation, the Purchaser shall compensate us for the damage we suffer as a result.
5. If, after conclusion of the contract, the Purchaser requests changes to the order which affect the delivery period, all delivery periods shall be agreed anew in case of such changes; in case of doubt, the delivery period shall be extended accordingly.
6. If dispatch is delayed for reasons for which the Purchaser is responsible, the Purchaser shall bear the costs incurred as a result of the delay, starting one month after notification of readiness for dispatch, but no less than storage costs amounting to 0.5% of the net invoice amount for each month or part thereof. The Purchaser is at liberty to prove that the damage was lower. The additional statutory rights to which we are entitled in the event of default of acceptance (e.g. cancellation, damages) shall remain unaffected by this.

7. We are entitled to make partial deliveries unless the partial fulfilment of the contract is clearly unreasonable for the Purchaser, taking our interests into reasonable consideration. Permissible partial deliveries shall be remunerated separately. Any packaging and shipping costs are only charged once.

8. Compliance with the delivery time is subject to correct and punctual delivery to us. This shall only apply in the event that we are not responsible for non-delivery, in particular if a corresponding covering transaction has been concluded with our supplier. In this case, we will inform the Purchaser immediately of the non-availability of the service.

9. We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are due to force majeure, labour disputes or other events beyond our control (e.g. strikes and lawful lockouts, shortages of energy or raw materials, official measures, pandemics or epidemics). This shall also apply if corresponding circumstances affect our suppliers.

10. For hindrances of a temporary nature, the delivery or performance periods shall be extended by the duration of the hindrance plus an appropriate grace period. The contracting parties are obliged to use reasonable endeavours to inform each other and to adapt their contractual obligations to the changed circumstances in an appropriate manner. If the hindrance lasts longer than three months, the contracting parties shall discuss an amicable solution. If the hindrance lasts longer than twelve months, each contracting party shall be entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled. The Purchaser shall not be entitled to claim damages in this case.

11. If the Purchaser suffers damage due to a delay in delivery for which we are responsible and if we have to pay damages according to this, they shall amount to a maximum of 0.5% of the value of that part of the total delivery that cannot be used on time or in accordance with the contract as a result of the delay for each full week of the delay. In total, compensation is limited to 5% of the value of the late delivery. If there is a fixed-date transaction within the meaning of Section 286(2) No. 4 BGB or Section 376 of the German Commercial Code (Handelsgesetzbuch, HGB) or if our delay in delivery is due to the culpable breach of contractual obligations that are essential to the performance of the contract (material contractual obligations), we shall be liable, in deviation from sentence 1, for typically foreseeable damages at the time of contract conclusion. We reserve the right to prove that the Purchaser has suffered no damage or lower damage. If we or our representatives or vicarious agents are responsible for the delay due to intent or gross negligence or if we have culpably caused injury to life, limb or health as a result of the delay, the above restrictions shall not apply. In these cases, we have unlimited liability in accordance with the statutory provisions. The right of the Purchaser to withdraw from the contract remains in any case unaffected. These provisions do not lead to a change in the burden of proof to the disadvantage of the Purchaser.

III. Transfer of risk / default of acceptance / acceptance

1. Unless agreed otherwise, the delivery is “ex works”.

2. The risk of accidental loss and accidental deterioration of the delivery item shall pass to the Purchaser when we notify the Purchaser that the delivery item is ready for dispatch, but at the latest when the delivery item leaves the manufacturing plant. This also applies to partial deliveries and if we

have assumed the shipping costs or transport of the goods. We choose the mode of dispatch and packaging of the goods at our discretion. In particular, the choice of carrier is at our discretion.

3. Transport or other insurance shall only be taken out at the express request and expense of the Purchaser.

4. The Purchaser is obliged to inspect the external condition of the delivery immediately after its arrival, to report any transport damage to the shipping agent and to us and to secure evidence.

5. If the Purchaser is in default of acceptance, fails to co-operate or if our delivery is delayed for other reasons for which the Purchaser is responsible, we shall be entitled to demand compensation for the damage incurred in this respect, including any additional expenses. We reserve the right to make further claims.

6. After transfer of the delivery item, the Purchaser shall be obliged to accept the goods if such acceptance is contractually agreed or legally required in individual cases and there are no major defects that would prevent acceptance. self-contained partial services must also be inspected and accepted by the Purchaser immediately after completion. The Purchaser may not refuse acceptance due to the presence of a minor defect. The delivery shall in any case be deemed to have been accepted if the Purchaser puts the delivery item into use and no defects are reported within a reasonable inspection period after it was put into use. Our performance shall also be deemed to have been accepted if we have set the Purchaser a reasonable deadline for acceptance after transfer of the delivery item and the Purchaser does not refuse acceptance within this deadline while stating at least one major defect. This also applies to partial services provided by us.

IV. Payment terms

1. We charge our net prices valid on the day of dispatch plus the statutory value added tax at the applicable rate. From a purchase quantity of 200 litres, we ship free of shipping costs, i.e. our prices include the costs for packaging, freight insurance and other expenses associated with shipping, but exclude tolls, which are to be borne by the Purchaser in any case. For orders and shipments of goods with a purchase quantity of less than 200 litres, we charge a separate fee for small quantities. The above provisions shall also apply to deliveries to other European countries with the stipulation that customs duties, taxes and other charges associated with the cross-border movement of goods shall be borne by the Purchaser.

2. Unless otherwise agreed, our claims from deliveries of goods are due immediately and payable within 30 days of the invoice date and receipt of the invoice by the Purchaser without discount. The credit entry on our business account determines whether the payment is on time. In the event of default of payment, statutory rights apply.

3. Individual deliveries within the scope of call orders are each made with a separate delivery note and separate invoicing.

4. Changes to call orders due to subsequent reduction of the order quantity or subsequent reduction of agreed call orders shall entitle us to increase the unit prices on the basis of our goods price list valid at the time of the change.

V. Retention of Title

1. The delivery item shall remain our property until full payment of all outstanding claims arising from the business relationship. This also applies where individual claims or all claims by us have been added to a current account and the balance has been settled and acknowledged (current account settlement). If the Purchaser defaults on payment, we are entitled to withdraw from the contract and take back the delivered goods. In this case, the Purchaser is not authorised to resell the goods or to pass them on to third parties. We undertake to release the securities to which we are entitled in this respect – including partially, if applicable – at the request of the Purchaser if their total sales value exceeds the sum of all outstanding claims of the Purchaser from the business relationship by more than 10% (by more than 50% if there is a realisation risk). We are entitled to choose between various security interests for release.
2. In the event of serious breaches of contract or a significant deterioration in the Purchaser's financial circumstances, the Purchaser shall be obliged to surrender the delivery item to us. In this case, the Purchaser hereby authorises us to collect the relevant delivery item from them. Any associated costs shall be borne by the Purchaser. The assertion of the retention of title or repossession of the reserved goods by us shall not constitute a cancellation of the contract unless we have expressly declared this.
3. Our retention of title shall also extend to the products resulting from the processing, mixing or combining of our goods up to their full value. If the processing is carried out from materials or goods of several owners or the value of the processed item is higher than the value of our reserved goods, we shall acquire joint title (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. It is agreed that the processing, mixing or combination is carried out in our name and for our account as the manufacturer. If the reserved goods are combined, inseparably mixed or inseparably blended with other items by the Purchaser to form a single item and if one of the other items is to be regarded as the main item, the Purchaser hereby assigns to us proportionate joint title of the resulting item as security in the ratio of the value of our reserved goods to the other combined, mixed or blended items at the time of combination, mixing or blending. We accept such transfer of ownership. The transfer of ownership shall be effected by the Purchaser storing the goods for us free of charge with the diligence of a prudent businessperson.
4. If the Purchaser resells the delivery item as intended, they hereby assign to us the claims against their Purchasers arising from the resale, including all ancillary rights, until all claims have been settled. We accept such assignment. For justified reasons, in particular in the event of default in payment or an application to open insolvency proceedings, the Purchaser is obliged, at our request, to disclose the assignment to the third-party purchasers and to provide us with the information and documents required to assert our rights.
5. In the event that our goods are processed, mixed or combined, the Purchaser undertakes to sell the delivery item only with the proviso that they in turn reserve title to the resulting products until the purchase price has been paid in full and agrees that if the reservation of title expires as a result of resale, combination, processing or mixing, title to the new item and the resulting claim shall take the place of the reservation of title.
6. The Purchaser undertakes to handle the reserved goods with care and to store them properly; in particular, they undertake to insure the reserved goods against fire, water damage and theft adequately to cover its replacement value. At our request, the Purchaser must provide proof of the conclusion of

the corresponding insurance contract and assign the claims from the insurance contract to us in advance.

7. If under the law where the goods are located retention of title as provided for in this section is not recognised, but the law allows us to reserve other rights to the delivery item, we may exercise all such rights. The Purchaser is obliged to co-operate with any measures we wish to take to protect our property rights or, in their place, with other comparable rights on the delivery item.

8. If reserved goods or other securities granted to us in accordance with the above provisions are jeopardised by enforcement measures by third parties or in any other way, the Purchaser must inform us of our rights. The Purchaser must inform us immediately in writing if an application is made to open insolvency proceedings against their assets or if enforcement measures are taken by third parties against goods belonging to us. In the latter case, the Purchaser shall immediately provide us with the documents and other information required for an intervention (third-party action).

VI. Warranty

1. If the contractual relationship between us and the Purchaser is a purchase or work (delivery) contract, we shall be liable for material defects and defects of title of the delivery item already existing at the time of the transfer of risk in accordance with the following provisions.

2. Unless otherwise agreed, the contractually owed quality of the delivery item results from our product specifications applicable at the time of contract conclusion.

3. Notwithstanding the provision in Section 377 HGB, the Purchaser must promptly notify us in writing of any recognisable defects, shortfalls or incorrect deliveries, no later than ten days after delivery and in any case before combining, mixing or processing. Otherwise, the delivery item shall be deemed approved unless we or our legal representatives or vicarious agents are guilty of malice. Hidden defects must also be reported to us in writing immediately, no later than ten days after their discovery.

4. The limitation period for claims for defects by the Purchaser shall be one year, calculated from the start of the statutory limitation period. If we have fraudulently concealed a defect, statutory time limits shall apply to any claims for damages. The statutory periods shall also apply in terms of the limitation period for any claims for damages by the Purchaser due to defects where we are guilty of intent or gross negligence or the claim for damages is based on injury to life, limb or health.

5. Our warranty for material defects and defects of title is limited to subsequent fulfilment. Within the scope of this obligation of subsequent fulfilment, we are entitled to choose between repair or replacement, i.e. goods or parts of goods that were defective at the time of the transfer of risk will be repaired or replaced at our discretion. Replaced parts of goods shall become our property or remain our property and shall be returned to us at our expense upon request. If we fail to fulfil our obligation of subsequent performance within a reasonable period of time or if subsequent improvement repeatedly fails, the Purchaser shall be entitled to reduce the purchase price or to withdraw from the contract. Cancellation of the contract is excluded if the defect is only insignificant. Insofar as we have made defect-free partial deliveries, cancellation of the entire contract is only permissible if the Purchaser's interest in the partial deliveries made has demonstrably ceased to exist or it is clearly unreasonable for the Purchaser to adhere to the contract, taking into account the interests of both parties. Further claims, in particular claims for reimbursement of expenses or damages, shall only exist only in accordance with the provisions set out in Section A, Clause IV.

6. We shall reimburse expenses which are necessary for inspection purposes and for subsequent performance (transport, labour and material costs as well as any dismantling and installation costs) in accordance with the statutory provisions and these General Terms and Conditions of Sale, provided that there is a defect relevant to the warranty. However, we shall only assume transport costs to and from the place to which the goods purchased from us were delivered as intended and up to a maximum of the value of the delivery item in defect-free condition.

7. Our warranty does not extend to the suitability of the delivery item for purposes that deviate from the intended or customary use, unless this has been expressly agreed in writing. We also accept no liability for defects resulting from improper transport and improper storage by the Purchaser or from other incorrect handling. Likewise, we shall not be liable for defects that are typically attributable to chemical, electrochemical, electronic and electrical influences or other environmental conditions (insofar as these are not contractually presupposed) or to excessive use, insofar as we are not responsible for these.

8. Furthermore, no warranty claims shall exist if the Purchaser modifies the delivery item without authorisation or has it modified by third parties, without this being necessary due to default on our part with regard to an obligation incumbent on us and the fruitless expiry of a grace period set by the Purchaser or for other important reasons in order to enable contractual use of the delivery item. This does not apply if the Purchaser proves that the defects in question were not caused by the changes made by them or the third party to the delivery item.

C. Special terms and conditions for the provision of services and consulting services

I. Object of the contract / remuneration

1. We provide services and consulting services for the Purchaser exclusively in accordance with the specifications in the contractual service description and in accordance with the work defined in the specifications. The work to be performed shall be carried out professionally and free of third-party rights. Work and services not defined in the specifications require separate individual orders, which are invoiced separately.

2. The remuneration listed in our offer and service description shall be deemed agreed. All prices and remunerations are net amounts plus statutory VAT at the applicable rate. Travelling costs, expenses and other costs and disbursements necessary for the provision of our services shall be reimbursed separately.

3. We shall procure and supply the necessary coolants and lubricants on the basis of separate agreements with the Purchaser and subject to the Purchaser's approval. The prices for the coolants and lubricants supplied by us can be found in our current price list.

4. Unless otherwise agreed, our claims for services and consulting services are due immediately and payable within 14 days of the invoice date and receipt of the invoice by the Purchaser without discount. This also applies to invoices relating to the organisation of training courses and workshops (Clause VIII), the assumption of warehouse management (Clause IX) and the disposal of operating materials and lubricants (Clause X). The credit entry on our business account determines whether the payment is on

time. In the event of default of payment, statutory rights apply. We shall be entitled, at our reasonable discretion, to demand an appropriate instalment payment from the Purchaser for services rendered.

II. Training courses and workshops

1. A separate component of our range of services is the organisation of workshops and employee training courses on the subject of cooling lubricant care. If the Purchaser commissions us to provide training or instruction services, we shall generally provide these services at the Purchaser's place of business, unless otherwise agreed. We will issue the participants in the training programmes with appropriate certificates of attendance if required.
2. Workshops and employee training courses are organised for a separate fee. We will invoice the agreed training fee after the training programme has been completed.
3. All training documents are subject to our copyright and may not be published, reproduced, distributed or made accessible to third parties in any other manner without our consent.
4. Cancellation of a training course must be notified to us in writing at least 14 days before the training course is held. If we receive the cancellation letter later than this, the full training fee must be paid.
5. We reserve the right to make changes or adjustments to the content of the training course, or to cancel or postpone it, without this giving rise to any claims on the part of the Purchaser.

III. Warehouse management for lubricants

1. When commissioned, we handle the storage management of operating materials and lubricants in accordance with the Purchaser's instructions. We will take over the warehouse management for a separate fee.
2. Warehouse management includes the proper storage and monitoring of stocks as well as the ordering and stock control of operating materials and lubricants. We carry out regular inventories and report to the Purchaser on stock levels and any demand forecasts.
3. The Purchaser must ensure that suitable premises and conditions are available for the storage of the lubricants. The condition of the premises must permit storage in compliance with all applicable safety and environmental protection regulations.

IV. Disposal of operating fluids and lubricants

1. If commissioned, we will take care of the proper disposal of used emulsions, lubricants and other operating fluids in accordance with the statutory regulations and the Purchaser's instructions. Disposal of the fluids carried out by us is subject to a separate fee.
2. If the Purchaser has not transferred the warehouse management to us, the materials to be disposed of must be properly stored by them and made available for disposal in good time. We ensure that all necessary authorisations for the disposal of operating materials are obtained. Disposal is carried out in an environmentally friendly manner in compliance with all relevant environmental protection regulations.

V. Staff requirements / obligations of the Purchaser to co-operate / services by third parties

1. Our staff undergo regular training in the handling of hazardous substances and are instructed in accordance with the safety regulations for external companies. We undertake to ensure that the contractually agreed minimum number of our workers is available on site at the Purchaser's premises to carry out the work. We alone are responsible for selecting the employees who will work on site.
2. The deployment of our staff at the Purchaser's premises does not constitute temporary employment within the meaning of Section 1(1) of the German Act on Temporary Agency Work (Arbeitnehmerüberlassungsgesetz, AÜG). Our staff continue to be subject solely to our work-related right to issue instructions and are not integrated into the Purchaser's operational organisation. Our employees on site act as our vicarious agents.
3. The Purchaser shall support our staff commissioned with the performance of the contractually agreed services to the best of their ability and at their own expense. To this end, they must immediately and comprehensively provide our personnel with the necessary information about buildings, machines and systems that are required for the fulfilment of our contractual obligations. The Purchaser must provide us with the relevant documents and data on request.
4. If the work and services defined in the specifications are to be performed on the Purchaser's business or operating premises, the Purchaser shall grant our staff unhindered access to its business and operating premises and to the relevant machinery and equipment during the agreed operating hours and shall designate and keep available a contact person who is responsible, competent and authorised to answer all questions relating to the execution of the order. In addition, the Purchaser shall provide the necessary auxiliary staff, tools, electricity and water, including the necessary connections, free of charge, insofar as this is necessary for the fulfilment of the order. The same applies to the provision of consumables and supplies.
5. The Purchaser shall ensure that the location where the services are to be provided is made available to our personnel in a clean condition. The Purchaser guarantees that the our staff's work on site will not take place under dangerous or unhealthy conditions and will take all necessary measures to protect our staff carrying out assembly from any safety or health risks. The Purchaser further guarantees that our staff carrying out assembly will be informed correctly and completely on safety regulations applicable at the place of performance.
6. We are authorised to have the work and services defined in the specifications carried out by qualified third parties on our behalf (contractors). In this case, we will ensure that our contractors are trained in the handling of hazardous substances and instructed in accordance with the safety regulations for external companies. In addition, we will ensure that our contractors fulfil the obligation of confidentiality in the same manner as our own staff.
7. If services are provided by third parties on our behalf, we shall invoice these services.
8. Waiting times of our staff or our contractors for which we are not responsible, as well as their involvement in work other than work that we are obliged to provide, shall be charged separately to the Purchaser. If the Purchaser does not fulfil its obligations to cooperate and provide materials, or only partially fulfils them, or if we are prevented from carrying out the contractually agreed services due to circumstances that fall within the Purchaser's area of risk, we shall be entitled to demand reasonable

compensation for the additional expenses incurred as a result in addition to the agreed remuneration. Any further legal claims remain unaffected by this.

9. We are also authorised to transfer our rights and obligations arising from the contractual relationship to legal successors or group companies. The Purchaser hereby gives his consent to this.

VI. Time of service provision

1. The time of service provision is defined in the contractual service description. If no specific date for the provision of the service has been agreed, we shall inform the Purchaser of the date in writing no later than ten days before the service is provided. If it is not possible to carry out the work and services on the specified date for reasons that fall within the Purchaser's sphere of risk, the Purchaser is obliged to inform us of this in writing at least five days before the announced date on which the work is to be carried out. If this written notification is not made or not made in a timely manner, we shall be entitled to invoice the costs incurred by us as a result.

2. We shall not be liable for impossibility of work and services insofar as these are due to force majeure, labour disputes or other events beyond our control (e.g. strikes and lawful lockouts, shortages of energy or raw materials, official measures, pandemics or epidemics). If the work and services to be provided by us are delayed due to labour disputes, in particular strikes and lockouts, or due to force majeure or other circumstances for which we are not responsible, the period for the provision of services shall be extended accordingly.

3. In the event of hindrances of a temporary duration, the contracting parties shall be obliged to use reasonable endeavours to inform each other and to adapt their contractual obligations to the changed circumstances in an appropriate manner. If the hindrance lasts longer than three months, the contracting parties shall discuss an amicable solution. If the hindrance lasts longer than twelve months, each contracting party shall be entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled. The Purchaser shall not be entitled to claim damages in this case.

4. If we are in default with the agreed service for reasons for which we are responsible, the Purchaser must set us a reasonable period of grace to perform the service owed. If we fail to meet this deadline, the Purchaser shall be entitled to terminate the contract without notice. Any further claims in accordance with the following item 5 shall remain unaffected.

5. If the Purchaser suffers damage as a result of a delay in the work and services for which we are responsible and we have to pay compensation, this shall be limited to a maximum of 5% of the agreed net annual remuneration. Further claims for damages are excluded. If there is a fixed-date transaction within the meaning of Section 286(2) No. 4 BGB or Section 376 HGB or if our delay in performance is due to the culpable breach of contractual obligations that are essential to the performance of the contract (material contractual obligations), we shall be liable, in deviation from sentence 1, for typically foreseeable damages at the time of contract conclusion. We reserve the right to prove that the Purchaser has suffered no damage or lower damage. If we or our representatives or vicarious agents are responsible for the delay due to intent or gross negligence or if we have culpably caused injury to life, limb or health as a result of the delay, the above restrictions shall not apply. In these cases, we have unlimited liability in accordance with the statutory provisions. The right of the Purchaser to

withdraw from the contract remains in any case unaffected. These provisions do not lead to a change in the burden of proof to the disadvantage of the Purchaser.

VII. Limitation period for claims for damages

The limitation period for claims by the Purchaser is one year, calculated from the start of the statutory limitation period. The statutory time limits shall apply to claims for damages on the part of the Purchaser due to fraudulent breaches and breaches of duty committed by us. The statutory periods shall also apply in terms of the limitation period for any claims for damages by the Purchaser due to violations and breaches of contract where we are guilty of intent or gross negligence or where the claims for damages are based on injury to life, limb or health.

VIII. Start and duration of the contract / termination

The contract comes into force with the legally effective acceptance of the offer by the Purchaser. It has a term of one year and is extended by a further year if it is not cancelled in writing with a notice period of three months before the end of the term. The right to cancel with immediate effect shall not be affected.

IX. Recording of data

1. We will record all data necessary for the fulfilment of our contractual services while aiming for the best possible transparency and traceability. This includes, in particular, lubrication schedules, ingredients of the coolants and lubricants used, filling quantities and consumption, as well as their allocation to individual cost centres. If individual consumption cannot be determined due to the Purchaser's existing infrastructure and processes, we will support a technical system changeover on the basis of a separate agreement, if required. After termination of the contractual relationship, we will erase all stored data as soon as it is no longer required to fulfil the purpose of the contract, but no later than six months after the end or termination of the contract. This does not apply to data that we are legally obliged to retain or which we have a legitimate interest in retaining.
2. We provide the fluid management app "OEST My Fluid" for recording and managing the data in accordance with the following conditions in Section D. The software remains our property and may only be used by the Purchaser under the terms of the licence agreement.
3. The database is continuously updated by us. The Purchaser shall be granted access to the data in accordance with the contract during the term of the contract. Any processing, storage and forwarding of the Purchaser's data shall be carried out in accordance with the applicable statutory provisions.
4. A network connection or Internet access is required to collect and use the data. The Purchaser undertakes to provide the hardware required for the operation of the software, such as suitable computers and scanners, as well as the necessary network and Internet connections, and to keep them ready for operation. The maintenance and servicing of the hardware is the responsibility of the Purchaser. The Purchaser further undertakes to maintain the hardware provided by them in a condition that complies with the statutory provisions.

5. If investments in the network, machines and equipment beyond the hardware defined in the specifications are necessary for the fulfilment of our obligations under the service contract, we will notify the Purchaser of this. If required, we will prepare an amortisation calculation and a comparison of offers. New investments in hardware as well as replacement purchases will only be made after prior written order and confirmation of the assumption of costs by the Purchaser.

X. Confidentiality

We shall treat all documents and information that we receive from the Purchaser for the fulfilment of our contractually agreed services and consulting services as confidential and shall not use them for our own purposes outside of this contract. In order to fulfil our contractual obligations, we will only deploy personnel who have committed themselves to confidentiality. The same applies if we use external contractors to fulfil our contractual obligations.

D. Special conditions for free and paid use of the “OEST My Fluid” software

I. Object of the contract / remuneration

1. The subject of these Terms of Use is the provision and use of the software “OEST My Fluid” (the “Application”). The application is used to record and document measured values in connection with cooling lubricants and machines. These terms of use govern the rights and obligations of the user as well as our rights and obligations in connection with the user relationship.

2. The basic version of the application is free of charge. The general provisions in the “FREE MODULE” section apply to free use. For a fee, the user can book a module with additional functions. The supplementary provisions in the section “PAID MODULE” apply additionally or with priority for the use of this module.

FREE MODULE

II. Registration / Conclusion of the Licence Agreement

1. The description of the application on our website constitutes a non-binding offer. All information, descriptions and illustrations regarding the scope of services and functions of the application are non-binding.

2. By entering the data marked as mandatory in the registration form during the registration process and submitting the form by clicking the “Register” button, the user submits a legally binding offer within the meaning of Section 145 BGB to conclude a contract for the use of the application (“Licence Agreement”). If mandatory information is missing during registration, the user will be informed accordingly. The Purchaser warrants that the information entered in the registration form is accurate and that they are acting on their own behalf. The receipt of the application for registration will be

confirmed to the user immediately by email. The confirmation of receipt does not constitute a binding acceptance of the offer to conclude the Licence Agreement.

3. There is no entitlement to register and use the application. We may refuse a registration without giving reasons. The Licence Agreement is only concluded when the user receives our registration confirmation by email.

4. Upon successful registration, a Purchaser account is created for the user, which can be accessed using the assigned access data (user name and password). The access data can be changed by the user at any time via the password-protected user area.

5. The text of the contract is sent to the user by email in the form of the registration confirmation and is stored by us only in this form. The user can view these terms of use at <https://fluidmanagement.oest.de/lizenzbed>, save them as a PDF and print them out.

III. Conditions of use / scope of services / rights of use

1. The conditions of use and scope of services of the application can be found in the current service description on the website <https://fluidmanagement-app.de/>

2. In accordance with these Terms of Use, we grant the user the non-exclusive and time-limited right to use the application as intended for the duration of the contract.

3. The user may only transfer the right of use to employees within the same company for the intended use ("further users"). The creation of separate user accounts is only possible with the paid module. The user must ensure that all further users authorised by them comply with these terms of use and are informed about the processing of their personal data.

4. The user and any further users that they created are obliged to take suitable precautions to prevent unauthorised access by third parties to the protected areas of the application; in particular, access data must be kept secret from unauthorised third parties.

IV. Rules of conduct / blocking of the application in the event of violations

1. The user and further users are not allowed to enter and upload illegal or immoral content via the application.

2. If the user or any further users created by the user violate these terms of use, we are entitled, at our own discretion, to warn the persons concerned, to exclude them from the application temporarily or completely and – if necessary – to take further measures to remedy the violation or to terminate the user contract.

3. A user or further user who has been excluded may no longer use the application – even with a different user or further user account – and may not register again.

V. Availability

Due to the technical design, in particular the fact that the application can only be accessed via the Internet, there may be interruptions in availability and times when the application cannot be accessed, e.g. due to disruptions in public communication networks or power failures. We do not owe permanent availability of the application and are entitled to restrict or terminate the use in whole or in part if this is necessary with regard to capacity restrictions and to maintain security or integrity. In addition, it is possible that the application may be completely or partially unavailable during maintenance times (e.g. during updates or the installation of new software and software components), even if we schedule planned maintenance during low usage times wherever possible.

VI. Obligations of the user to co-operate

1. The user and any further users that they created are obliged to provide correct and complete information when using the application.
2. The user and any further users that they created are responsible for correctly determining measured values and documenting them in the application. You are obliged to check data and information for viruses or other harmful components before entering them and to use state-of-the-art virus protection programmes for this purpose.
3. The user is obliged to carry out data backups at appropriate intervals and thereby ensure that data lost in the application can be restored with reasonable effort.

VII. Keeping the application up to date

We ensure that the application is up to date and complete. However, we cannot guarantee that current changes to laws and directives as well as statements from authorities regarding the handling of cooling lubricants will be implemented immediately in every case. It is the responsibility of the user to ensure compliance with the applicable regulations.

VIII. Free use / Provision of data

Use of the application is free of charge. In return, the user provides us with all data entered in the application, with the exception of personal user data; this includes, for example, information about the machines and products used, including measurement data and completed tasks and measures (application data). In particular, we may use the application data to determine the effectiveness of products and measures in conjunction with the user's machines and submit customised offers for products and additional services.

IX. Termination of the licence agreement

1. The user may terminate the licence agreement at any time without observing a period of notice. To do so, simply send a cancellation notice in text form by email to info@oest.de or delete the Purchaser account.

2. We may cancel the contract of use at any time with a notice period of 14 days to the end of a calendar month. Our right to block purchasers and to take other measures in accordance with Section IV.2 remains unaffected.

3. The right to notice without termination for good cause remains thereby unaffected for both parties.

4. Upon termination of the licence agreement, the user's Purchaser account and all user accounts created will be deactivated. The Purchaser account and all stored data will be deleted as soon as they are no longer required to fulfil the purpose of the contract, but no later than six months after termination of the contract. This does not apply to data which we are legally obliged to retain or which we have a legitimate interest in retaining, for example to prevent re-registration after a user was blocked in a justified manner. The Purchaser has the option of exporting all recorded data before deactivating their Purchaser account.

5. We are authorised to deactivate and delete Purchaser accounts with incomplete registration data and Purchaser accounts that have been inactive for a period of at least 12 months.

PAID MODULE

X. Conclusion of contract

1. The description of the application on our website constitutes a non-binding offer. All information, descriptions and illustrations regarding the scope of services and functions of the application are non binding.

2. The Purchaser can use a form in the application to submit a request to order the paid module. The contract is concluded exclusively by individual agreement with our Purchaser service.

3. The contractual text of the order for the paid module is sent to the user in the form of an order confirmation by email and is only stored by us in this form.

XI. Extended scope of services

During the term of the paid module, the user receives an extended range of functions in accordance with the service description in the order confirmation.

XII. Pricing / Payment terms

1. The price for the paid module depends on the individual agreement made during the ordering process. Any discounts only apply for the initial contract term. The price is a net price plus the applicable VAT.

2. Our claims are due immediately and payable within 30 days of the invoice date and receipt of the invoice by the user without discount. The credit entry on our business account determines whether the payment is on time. In the event of default of payment, statutory rights apply.

3. Unless otherwise agreed, we are authorised to send an electronic invoice (e.g. as a PDF document) by email. We can also send the invoice on paper at our own discretion.

XIII. Duration / termination

1. The contract for the use of the paid module has a term of one year and is extended by a further year if it is not cancelled in writing or in text form with a notice period of four weeks before the end of the term.

2. The right to termination without notice for good cause shall remain unaffected.

3. At the end of the term of the contract for the paid module, the user can continue to use the free module.

XIV. Data protection responsibility of the user

If the user registers further user accounts in their Purchaser account, they are responsible for the transmission of the personal data of the employees concerned to us within the meaning of Art. 4(7) GDPR. The user is responsible for ensuring the permissibility of the data transfer to us and for informing the employees concerned appropriately.

Freudenstadt, September 2024