

General Terms and Conditions (GTC)

of BENDS and WELDS International Products GmbH – Effective from: 01 January 2026



Section 1 Scope of Application

- (1) These General Terms and Conditions ("GTC") shall apply to all quotations, deliveries and services provided by BENDS and WELDS International Products GmbH (hereinafter referred to as "BENDS and WELDS"), unless otherwise expressly agreed in writing.
- (2) These GTC shall apply exclusively to entrepreneurs, legal entities under public law and special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).
- (3) Any conflicting, deviating or supplementary terms and conditions of the Customer shall not apply, even if BENDS and WELDS does not expressly object to them in individual cases. Such terms shall only become binding if expressly accepted by BENDS and WELDS in writing.
- (4) These GTC shall also apply to all future business relationships, even if they are not expressly referred to again.

Section 2 Quotations and Contract Formation

- (1) All quotations are non-binding and subject to confirmation unless expressly designated as binding.
- (2) A contract shall only become effective upon our written order confirmation or upon execution of the delivery or service.
- (3) All documents accompanying a quotation, in particular drawings, technical data, dimensions, weights, performance data and illustrations, serve solely as a general product description and shall only become contractually binding if expressly agreed in writing.
- (4) BENDS and WELDS retains all ownership rights, copyrights and intellectual property rights to quotations, drawings, calculations, technical documents, models, samples and all other information provided. Such documents shall neither be disclosed to third parties nor used for purposes other than the execution of the contract and shall be returned immediately upon request.
- (5) We reserve the right to make technical modifications, design improvements and adjustments resulting from new legal or technical requirements, provided that the functionality, quality or intended use of the products is not materially affected.
- (6) Any amendments or additions to the agreed scope of delivery or services after conclusion of the contract shall require written agreement. Where such changes result in additional manufacturing effort, material consumption, inspections, documentation or delivery time, BENDS and WELDS shall be entitled to adjust prices and delivery schedules accordingly.

Section 3 Prices

- (1) Unless otherwise agreed, all prices are quoted net Ex Works (EXW) in accordance with Incoterms® 2020, exclusive of the applicable statutory value added tax.
- (2) Packaging, transportation, insurance, customs duties, export costs and any other ancillary charges shall be invoiced separately unless otherwise agreed.
- (3) Unless specific packaging requirements have been agreed, packaging shall be carried out at our discretion, providing adequate protection for transportation. Any special packaging or marking requirements requested by the Customer shall be charged separately.
- (4) If delivery is made more than four months after conclusion of the contract and material, energy, labour, transportation or other significant costs increase in the meantime, BENDS and WELDS shall be entitled to adjust the agreed prices accordingly, provided that such increases can be substantiated.

Section 4 Terms of Payment

- (1) Invoices shall be payable within the agreed payment period without deduction.
- (2) Payment shall only be deemed to have been made when the full amount has been credited to our bank account.
- (3) In the event of late payment, statutory default interest shall apply. The assertion of any further statutory rights shall remain unaffected.
- (4) If, after conclusion of the contract, circumstances become known that significantly impair the Customer's creditworthiness or jeopardise our payment claims, BENDS and WELDS shall be entitled to:
 - suspend outstanding deliveries;
 - require advance payment or appropriate security;
 - retain already manufactured goods until full payment has been received; or
 - withdraw from the contract after granting a reasonable grace period.
- (5) The Customer shall only be entitled to set-off or retain payments where the counterclaim is undisputed, legally established or expressly acknowledged by BENDS and WELDS.

Section 5 Delivery Periods

- (1) Delivery dates and delivery periods shall only be binding if expressly confirmed in writing by BENDS and WELDS.
- (2) Agreed delivery periods shall not commence until:

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- all technical details have been clarified;
- all required drawings, specifications and approvals have been received;
- any agreed advance payments have been made;
- any customer-supplied material has been provided in full; and
- all cooperation obligations of the Customer have been fulfilled.

(3) Delivery periods shall be extended appropriately in cases of force majeure or other unforeseeable events beyond our reasonable control, including but not limited to strikes, governmental measures, shortages of energy or raw materials, or delays on the part of our suppliers, provided that such circumstances are not attributable to BENDS and WELDS.

(4) If performance is delayed due to missing information, delayed approvals or any other circumstances for which the Customer is responsible, the agreed delivery period shall be extended accordingly.

(5) Partial deliveries shall be permissible where reasonable for the Customer.

Section 6 Call-Off Orders

(1) In the case of call-off orders, the Customer shall be obliged to accept the agreed quantities within the agreed call-off period.

(2) If the Customer fails to call off the agreed quantities in due time, BENDS and WELDS shall be entitled to store the goods at the Customer's risk and expense and to charge the resulting storage, insurance and administrative costs separately.

(3) If the Customer still fails to call off the goods after expiry of a reasonable grace period, BENDS and WELDS shall be entitled either to invoice the outstanding quantities in full or to withdraw from the contract and claim damages in accordance with applicable law.

Section 7 Transfer of Risk

(1) The transfer of risk shall be governed by the Incoterms® agreed between the contracting parties in their respective current version.

(2) Unless otherwise agreed in the order confirmation, delivery shall be made in accordance with the Incoterms® 2020 specified therein. In the absence of an express agreement, delivery shall be **EXW Dolní Bečva, Czech Republic (Incoterms® 2020)**.

(3) If dispatch is delayed for reasons attributable to the Customer, the risk shall pass to the Customer upon notification that the goods are ready for dispatch.

(4) If shipment, acceptance or collection of the goods does not take place within fourteen (14) calendar days after notification that the goods are ready for dispatch or acceptance, for reasons attributable to the Customer, delivery shall be deemed to have been effected. The risk shall pass to the Customer at that time. BENDS and WELDS shall be entitled to store the goods at the Customer's risk and expense.

Section 8 Retention of Title

(1) All deliveries shall remain the property of BENDS and WELDS until all present and future claims arising from the business relationship have been settled in full.

(2) The Customer shall be entitled to resell the goods subject to retention of title in the ordinary course of business. The Customer hereby assigns to BENDS and WELDS all claims arising from such resale up to the invoice value of the retained goods. BENDS and WELDS hereby accepts such assignment.

(3) The Customer shall not pledge or transfer ownership of the retained goods by way of security.

(4) The Customer shall treat the retained goods with due care and shall immediately notify BENDS and WELDS of any seizure or other access by third parties.

(5) In the event of a breach of contract by the Customer, in particular in the event of default in payment, BENDS and WELDS shall be entitled to demand the return of the retained goods in accordance with applicable law. Such demand shall not constitute withdrawal from the contract unless expressly declared by BENDS and WELDS.

Section 9 Customer-Supplied Material

(1) Where pipes, semi-finished products, materials or other components are supplied by the Customer, the scope of our services shall be limited to the agreed processing and manufacturing operations.

(2) Incoming inspections of customer-supplied material shall be limited to obvious transport damage, externally visible defects and apparent quantity deviations. Any further inspection, including verification of material grade, chemical composition, mechanical properties or internal material defects, shall only be carried out if expressly agreed in writing.

(3) BENDS and WELDS shall not be liable for defects, damage or deviations resulting from the properties or defects of customer-supplied material.

(4) Where additional manufacturing effort, scrap, inspection costs or delivery delays arise due to material defects, material inhomogeneity or other material-related characteristics, BENDS and WELDS shall be entitled to charge the resulting additional costs separately.

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(5) The Customer shall bear the responsibility for ensuring that the supplied material is suitable for the intended purpose, unless otherwise expressly agreed.

(6) The Customer is responsible for ensuring that the supplied material is suitable for the agreed manufacturing process and complies with the agreed material specifications. Any damage, delays or additional costs resulting from material defects, material inhomogeneity, unsuitable materials or manufacturing parameters specified by the Customer shall be borne by the Customer, provided that such circumstances are not attributable to BENDS and WELDS.

Section 10 Technical Execution

(1) Manufacturing shall be carried out in accordance with the agreed drawings, technical specifications, applicable standards and contractual documents.

(2) Unless otherwise expressly agreed, manufacturing, induction bending, heat treatment, coating, inspections and documentation shall be performed in accordance with the applicable technical regulations and the approved manufacturing and inspection procedures of BENDS and WELDS.

(3) Manufacturing shall be performed in accordance with the state of the art applicable at the time of production and in accordance with the agreed manufacturing and inspection procedures.

(4) BENDS and WELDS reserves the right to make technically necessary modifications to manufacturing sequences or production methods, provided that the functionality, safety, quality or agreed product characteristics are not materially affected.

(5) Any changes to technical requirements after conclusion of the contract shall be deemed changes to the scope of services in accordance with Section 2 (6) of these GTC.

Section 11 Materials and Material-Related Properties

(1) The properties of induction bends are significantly influenced by the characteristics of the base material used.

(2) Material-related variations between individual pipes, heats or production batches may occur despite identical material grades and are beyond the control of BENDS and WELDS.

(3) Variations in mechanical or metallurgical properties within the agreed material standards or permissible manufacturing tolerances shall not constitute a defect in our performance.

(4) BENDS and WELDS warrants that the agreed manufacturing processes will be carried out professionally and in accordance with the contractual requirements. BENDS and WELDS shall not be liable for material-related properties or changes in the base material that are not caused by our manufacturing processes.

(5) If unusual material characteristics or other irregularities are identified during production, BENDS and WELDS shall inform the Customer without undue delay. The further course of action shall be agreed jointly between the contracting parties.

Section 12 Dimensional Tolerances

(1) All deliveries shall comply with the agreed drawings, technical specifications and the applicable technical standards and regulations.

(2) Unless otherwise agreed, the manufacturing and dimensional tolerances permitted by the applicable standards shall apply.

(3) Minor deviations that are technically unavoidable shall not constitute a defect, provided that the agreed function, safety or intended use of the product is not impaired.

(4) Compliance with the contract shall be assessed exclusively on the basis of the expressly agreed technical specifications, drawings and applicable standards. Minor technically unavoidable or standard-compliant deviations shall not constitute a defect.

Section 13 Inspections and Documentation

(1) Material testing, non-destructive testing (NDT), dimensional inspections and any other quality inspections shall only be carried out to the extent contractually agreed.

(2) Inspections or witness activities by the Customer or independent inspection bodies (e.g. TÜV, DNV, Bureau Veritas or Lloyd's Register) shall require prior written agreement.

(3) Delivery periods shall be extended accordingly where delays arise due to postponed or incomplete inspections or acceptance procedures.

(4) Waiting times, downtime or additional expenses resulting from delayed inspections or acceptance procedures may be charged separately.

(5) Additional inspections, test certificates, documentation or acceptance procedures requested after conclusion of the contract shall be deemed additional services and invoiced separately.

(6) Documentation, inspection certificates and other records shall only be supplied to the extent expressly agreed in the contract.

(7) Manufacturing and inspection records shall be retained in accordance with the applicable statutory and contractual retention periods.

(8) Any additional inspections, acceptance procedures, documentation or certificates requested after conclusion of the contract shall constitute additional services and may result in an appropriate extension of the delivery period as well as additional remuneration.

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Section 14 Warranty Claims

- (1) The Customer shall inspect the delivered goods immediately upon receipt with regard to apparent defects, completeness and compliance with the contractual documents.
- (2) Apparent defects shall be notified in writing without undue delay and no later than five (5) working days after receipt of the goods.
- (3) Hidden defects shall be reported in writing immediately after their discovery.
- (4) In the event of justified defects, BENDS and WELDS shall, at its sole discretion, either repair the defective goods or provide a replacement.
- (5) If supplementary performance finally fails or is unreasonable, the Customer shall be entitled to the statutory remedies, unless otherwise limited by these GTC.
- (6) Warranty claims shall, in particular, be excluded in cases of:
 - improper or unsuitable use;
 - defective drawings, specifications or instructions provided by the Customer;
 - material-related characteristics or defects of customer-supplied material;
 - normal wear and tear;
 - modifications or repairs carried out by third parties without our prior approval; or
 - damage resulting from improper storage, installation or use.
- (7) The return of defective or rejected goods shall require the prior written consent of BENDS and WELDS.

Section 15 Liability

- (1) BENDS and WELDS shall be liable without limitation for damages resulting from intent or gross negligence, for injury to life, body or health, and in all cases where mandatory statutory liability applies.
- (2) In the event of a slightly negligent breach of an essential contractual obligation (cardinal obligation), our liability shall be limited to the foreseeable damage typical for the contract at the time of its conclusion. Essential contractual obligations are those obligations whose fulfilment is fundamental to the proper execution of the contract and on whose performance the Customer may regularly rely.
- (3) Any further liability for slight negligence shall be excluded.
- (4) To the extent permitted by law, our total liability shall be limited to the net contract value of the affected delivery or service.
- (5) To the extent permitted by law, BENDS and WELDS shall, in particular, not be liable for:
 - loss of profit;
 - production downtime;
 - business interruption;
 - loss of use;
 - indirect or consequential damages;
 - contractual penalties or claims asserted against the Customer by third parties;
 - dismantling, installation or replacement costs, unless mandatory statutory liability applies.

Liability for damages resulting solely from the characteristics of customer-supplied material or from technical specifications provided by the Customer shall be excluded to the extent permitted by law.

- (6) The above limitations of liability shall also apply in favour of our legal representatives, employees and agents.

Section 16 Force Majeure

- (1) Neither contracting party shall be liable for delays or failure to perform its contractual obligations where such delay or failure results from an event of force majeure.
- (2) Force majeure includes, but is not limited to, natural disasters, fire, flooding, pandemics, epidemics, war, acts of terrorism, civil unrest, strikes, lawful lockouts, governmental measures, embargoes, sanctions, significant disruptions to energy supply, cyberattacks, major supply chain disruptions or any other unforeseeable event beyond the reasonable control of the affected party.
- (3) The affected party shall notify the other party without undue delay of the occurrence and expected duration of the force majeure event.
- (4) Delivery and performance periods shall be extended by the duration of the disruption together with a reasonable restart period.
- (5) The above provisions shall also apply to delays or disruptions affecting our suppliers, provided that such events could not reasonably have been avoided despite careful supplier selection and procurement.

Section 17 Export Control and Sanctions

- (1) Both contracting parties undertake to comply with all applicable export control, foreign trade and sanctions regulations.

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(2) Any export licences or governmental approvals required for the execution of the contract shall be obtained in due time by the party responsible.

(3) Where delivery cannot be performed, in whole or in part, due to export restrictions, embargoes or sanctions, BENDS and WELDS shall be entitled to suspend performance or withdraw from the contract.

(4) To the extent permitted by law, the Customer shall have no claim for damages arising from such suspension or withdrawal.

Section 18 Confidentiality

(1) Both contracting parties undertake to treat as confidential all technical, commercial and other confidential information obtained within the framework of the business relationship.

(2) This applies in particular to drawings, calculations, manufacturing documents, specifications, inspection reports, quotations, pricing information, documentation, manufacturing processes and other technical or commercial know-how.

(3) Confidential information shall neither be disclosed to third parties nor copied or used for purposes other than the execution of the contract without the prior written consent of the other contracting party.

(4) This confidentiality obligation shall remain in force for a period of five (5) years after termination of the business relationship.

Section 19 Data Protection

Personal data shall be processed exclusively in accordance with the applicable data protection legislation.

Further information is available in the current Privacy Policy of BENDS and WELDS.

Section 20 Place of Jurisdiction and Applicable Law

(1) The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Mönchengladbach, Germany, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law.

(2) The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany.

(3) The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

Section 21 Final Provisions

(1) Should any provision of these General Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

(2) Any invalid or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the original provision.

(3) Amendments or supplements to these General Terms and Conditions, as well as any agreements deviating from them, shall require written form unless mandatory statutory law provides otherwise.