

HOMA GENERAL TERMS AND CONDITIONS OF SALE

§ 1 Scope

- (1) These Terms and Conditions of Sale apply to contracts for the sale and/or delivery of movable goods, as well as to contracts for the delivery of work.
- (2) Our Terms and Conditions of Sale apply exclusively; we do not recognise any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale also apply if we carry out delivery to the customer without reservation whilst being aware of terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale.
- (3) All agreements made between us and the customer for the purpose of executing this contract are documented in writing in this contract.
- (4) Our Terms and Conditions of Sale only apply to entrepreneurs, legal entities under public law, and special funds under public law within the meaning of Section 310 para. 1 of the German Civil Code (BGB).
- (5) Our Terms and Conditions of Sale also apply to all future transactions with the customer.

§ 2 Offer, offer documents

- (1) Our offer is non-binding, unless otherwise stated in the order confirmation.
- (2) We reserve property rights and copyrights to illustrations, drawings, calculations, and other documents. This also applies to any written documents marked as „confidential“. The customer requires our express written consent before disclosing any such information to third parties.

§ 3 Prices, payment terms

- (1) Unless otherwise stated in the order confirmation, our prices are „ex works“, excluding packaging; this is invoiced separately. In the absence of a special agreement, packaging shall be carried out at our discretion at cost price.

We reserve the right to change our prices accordingly if cost increases occur after the conclusion of the contract, in particular due to wage agreements or changes in material prices.

- (2) Statutory VAT is not included in our prices; it is shown separately on the invoice at the statutory rate on the date of invoicing.
- (3) Any deduction requires a separate written agreement.
- (4) Unless otherwise stated in the order confirmation, the net purchase price (without deduction) is due for payment within 30 days of the invoice date. The statutory rules concerning the consequences of default of payment apply.
- (5) The customer is only entitled to offsetting rights if their counterclaims have been legally established, are undisputed, or have been acknowledged by us. Furthermore, the customer is authorised to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

§ 4 Delivery time

- (1) The commencement of the delivery time specified by us requires clarification of all technical questions. The specified delivery dates are generally non-binding and only become binding if this is expressly agreed in writing.
- (2) Compliance with our delivery obligation further requires the timely and proper fulfilment of the customer's obligation. The right to claim the contract as not fulfilled is reserved.
- (3) Delivery is subject to the correct and timely supply to us by our suppliers. If delivery is not possible due to circumstances beyond our control, we are entitled to withdraw from the contract. In this case, we will inform the buyer immediately and reimburse any payments already made.

- (4) If the customer is in default of acceptance or culpably breaches other obligations to cooperate, we are entitled to claim compensation for the resulting damage, including any additional expenses. Further claims or rights are reserved.
- (5) If the conditions of para. (4) are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time when they are in default of acceptance or payment.
- (6) We shall be liable in accordance with the statutory provisions, insofar as the underlying purchase contract is a fixed-price contract within the meaning of Section 323 para. 2 no. 2 of the German Civil Code (BGB) or para. 376 of the German Commercial Code (HGB). We shall also be liable in accordance with the statutory provisions, insofar as the customer is entitled to claim that their interest in the further performance of the contract has ceased as a result of a delivery delay for which we are responsible.
- (7) We shall also be liable in accordance with the statutory provisions, insofar as the delivery delay is due to an intentional or grossly negligent breach of contract for which we are responsible; any fault on the part of our representatives or vicarious agents shall be attributed to us. If the delivery delay is due to a grossly negligent breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage.
- (8) We shall also be liable in accordance with the statutory provisions, insofar as the delivery delay for which we are responsible is due to a culpable breach of an essential contractual obligation; in this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- (9) Further statutory claims and rights of the customer remain reserved.
- (10) Serious events, in particular force majeure, labour disputes, riots, warlike or terrorist conflicts that have unforeseeable consequences for the performance of the contract shall exempt us from our performance obligations for the duration of the disruption and to the extent of its effect, even if we are in default. This shall not be associated with an automatic termination of the contract. We are obliged to notify the customer of any such obstacle and to adapt our obligations to the changed circumstances in good faith.

§ 5 Transfer of risk, packaging costs

- (1) Unless otherwise stated in the order confirmation, delivery is agreed „ex works“.
- (2) Separate agreements apply for the return of packaging.
- (3) If the customer so wishes, we will cover the delivery with transport insurance; the customer bears the costs incurred in this respect.

§ 6 Liability for defects

- (1) The customer's claims for defects presuppose that they have duly complied with their obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB).
- (2) If a defect exists in the purchased item, we are entitled, at our discretion, to rectify the defect or to deliver a new defect-free item. In the event of defect rectification or replacement delivery, we are obliged to bear all expenses necessary for the purpose of rectification, in particular transport, travel, labour and material costs, insofar as these do not increase as a result of the purchased item being transported to a location other than the place of performance.
- (3) Insofar as the customer has incurred expenses for the removal and installation of the purchased item, as well as for the attachment of the purchased item to another item, in accordance with the nature of the purchased item and its respective contractual purpose, we are obliged to reimburse the customer for the expenses incurred in this respect. However, this shall only apply if the defect was not yet obvious at that time or was not discovered due to gross negligence on the part of the customer.
- (4) If subsequent performance fails, the customer shall be entitled, at their discretion, to withdraw from the contract or demand a reduction in price.
- (5) We shall be liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of intentional breach of contract, liability for damages shall be limited to foreseeable, typically occurring damage.
- (6) We shall be liable in accordance with the statutory provisions, insofar as we culpably breach a material contractual obligation; however, in this case too, liability for damages shall be limited to foreseeable, typically occurring damage.
- (7) Insofar as the customer is otherwise entitled to claim compensation for damages instead of performance due to a negligent breach of duty, our liability shall be limited to compensation for foreseeable, typically occurring damage.

- (8) Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.
- (9) The buyer's claims pursuant to Sections 445a (1) and (2) of the German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 of BGB).
- (10) Liability is excluded insofar as nothing to the contrary is stipulated above.
- (11) The limitation period for claims for defects is 12 months, calculated from the transfer of risk. This does not apply insofar as the purchased item is typically used for a construction project and has caused the defect.
- (12) The statutory provision concerning the limitation period in the case of a supplier's recourse claim pursuant to Section 445b of the German Civil Code (BGB) remains unaffected.

§ 7 Total liability

- (1) Any further liability for damages beyond that provided for in § 6 is excluded – irrespective of the legal nature of the claim asserted. This applies in particular to claims for damages arising from negligence in the conclusion of the contract, due to other breaches of duty or due to tort claims for compensation of material damages in accordance with Section 823 of the German Civil Code (BGB).
- (2) The limitation according to para. (1) also applies if the customer demands compensation for futile expenses instead of a claim for compensation of damages in lieu of performance.
- (3) Insofar as our liability for damages is excluded or limited, this also applies with regard to the personal liability for damages of our employees, workers, collaborators, representatives and vicarious agents.

§ 8 Reservation of ownership

- (1) We reserve ownership of the purchased item until all payments from the business relationship with the customer have been received. In the event of breach of contract by the customer, in particular in the event of default of payment, we are entitled to take back the purchased item. The taking back of the purchased item by us constitutes withdrawal from the contract. After taking back the purchased item, we are authorised to dispose of it, and the proceeds from the disposal are to be credited to the customer's liabilities – less reasonable disposal costs.
- (2) The customer is obliged to treat the purchased item with care; in particular, they are obliged to insure it against fire, water, and theft damage for an amount equivalent to its new value at their own expense. If maintenance and inspection work is required, the customer must carry out this work in a timely manner at their own expense.
- (3) In the event of seizure or other interventions by third parties, the customer must notify us immediately in writing so that we can file a claim in accordance with Section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a claim in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable for any losses incurred by us.
- (4) The customer is entitled to resell the purchased item in the ordinary course of business; however, they hereby assign to us all claims in the amount of the final invoice amount (including VAT) that arise from the resale against their customers or third parties, irrespective of whether the purchased item has been resold without or after processing. The customer remains authorised to collect this claim even after the assignment. Our right to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer meets their payment obligations from the collected proceeds, does not default on payment and, in particular, no application has been made to open composition or insolvency proceedings or if payment has been suspended. However, if this is the case, we can demand that the customer discloses the assigned claims and their debtors to us, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
- (5) The processing or transformation of the purchased item by the customer is always carried out on our behalf. If the purchased item is processed with other items that do not belong to us, we acquire joint ownership of the new item in proportion to the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing. In addition, the same applies to the item resulting from the processing as to the purchased item delivered under reservation.
- (6) If the purchased item is inseparably mixed with other items that do not belong to us, we acquire joint ownership of the new item in proportion to the value of the purchased item (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be considered as the main item, it is agreed that the customer shall transfer to us pro-rata co-ownership. The customer holds the sole ownership or co-ownership thus created for us.
- (7) The customer also assigns to us the claims to secure our claims against them which arise against a third party from the connection of the purchased item with a property.

- (8) We undertake to release the securities to which we are entitled at the customer's request to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10 %; we shall be responsible for selecting the securities to be released.

§ 9 Suitability of products for storage

- (1) Our products can only be stored to a limited extent. Unless a different written agreement has been made, the maximum storage period is one year from the delivery date. Seals, lubricants and other integrated components are subject to a natural ageing process, which can be significantly accelerated by unsuitable storage conditions. These include, in particular, inadmissible ambient temperatures, direct sunlight, high humidity and inadequate cleanliness of the storage area.
- (2) Storage beyond the recommended period or under unsuitable conditions can impair the functionality of the pump. This does not constitute a defect within the meaning of the warranty. The buyer/dealer is obliged to store the pumps correctly in accordance with the manufacturer's specifications applicable at any given time and under suitable storage conditions.

§ 10 Place of jurisdiction, place of performance

- (1) If the customer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction shall be our place of business; however, we shall also be entitled to sue the customer before the court at their domicile.
- (2) The law of the Federal Republic of Germany shall apply.
- (3) Unless otherwise stated in the order confirmation, our place of business shall be the place of performance.

§ 11. Export Control/Compliance

- (1) We may refuse to provide deliveries and services if and to the extent that performance of the contract is prevented by applicable national and/or international export control regulations, in particular embargoes or other sanctions. In such a case, we shall inform the customer without undue delay of the circumstances causing the impediment.
- (2) In the event of the sale and/or transfer of the items supplied by us (hardware, software, technology and/or related documentation) or the work and/or services provided by us (including technical support of any kind), both domestically and abroad, the customer shall comply with all applicable national and international (re-) export control regulations. The customer undertakes to strictly comply with all national and international embargo regulations applicable to such sales or transfer. In particular, the customer may not sell and/or transfer the items supplied by us to entities, companies and/or people if such sale and/or transfer is prohibited under the applicable embargo regulations.
- (3) Upon first request, the customer shall provide us with an End-Use Declaration (EUD). Unless otherwise agreed in an individual contract, customs clearance for importation in the country of destination shall be the responsibility of the customer. Upon request, the customer shall provide any import customs clearance documents and/or certificates issued by freight forwarders. Furthermore, the customer shall provide all information and documents required for the export, re-export or transfer of our deliveries and services.
- (4) In the event of delays caused by export inspections or licensing procedures, the agreed deadlines and delivery periods shall be extended by the duration of the respective delay. This shall not apply if we are responsible for the delay.
- (5) If required approvals are not granted, or if the delivery or service is not eligible for approval, the contract shall be deemed not concluded with respect to the affected parts. This shall not apply if we are responsible for the circumstances. If only parts of the delivery or service are affected, the customer shall have the right to withdraw from the entire contract if the customer has no interest in the partial performance.
- (6) We shall be entitled to withdraw from the contract if the performance of the contract violates applicable national and/or international export control regulations; this right shall be excluded if we are responsible for the circumstances leading to the withdrawal. In the event of withdrawal for that reason, the customer shall be excluded from asserting any claims for recourse and/or liability. If there is an ongoing contractual relationship between the customer and us, the right of extraordinary termination without notice shall replace the right of withdrawal described above.

(7) No-Russia – No-Belarus Clause

- 7.1 You shall not directly or indirectly sell, export or re-export goods to the Russian Federation or Belarus or for use in the Russian Federation or Belarus.
- 7.2 If any goods purchased from us are re-sold, re-exported or otherwise delivered or transferred to third parties, you shall ensure that these third parties are obliged to pass on the obligation from paragraph 7.1 to the third party and to oblige the third party to also pass on this obligation to its customers.
- 7.3 You undertake to establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the further chain of commerce, including potential resellers, that would frustrate the purpose of paragraph 7.1.
- 7.4 You must not use intellectual property rights, trade secrets or rights for access or reuse of any material or information protected by intellectual property rights or protected as trade secret obtained from us in connection with any goods which are intended for sale, supply, transfer or export, directly or indirectly, to Russian Federation or Belarus or for use in the Russian Federation or Belarus.
- 7.5 If sublicenses are granted for intellectual property rights or trade secrets, you shall oblige your sublicensees to also comply with the obligations under paragraph 7.4 and to pass on these obligations to their sublicensees.
- 7.6 In the event of a breach of the obligations set out in paragraphs 7.1–7.5, we shall be entitled to terminate the contract with immediate effect by giving written notice and to claim damages in accordance with the statutory provisions. You shall inform us immediately of any irregularities in the application of these paragraphs 7.1-7.5, including any relevant activities of third parties that could frustrate the purpose of paragraphs 7.1-7.4. You shall provide us with information on compliance with the obligations under these paragraphs 7.1-7.5 within two weeks of being requested to do so by us.

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