



## General Terms and Conditions of Sale and Delivery for WMF Coffee Machines and Appliances for WMF GmbH in Germany

### 1. Scope of the conditions

1.1 Deliveries, services and offers of WMF GmbH ("WMF") shall be made exclusively on the basis of these Terms and Conditions of Sale and Delivery (GTCS). WMF does not acknowledge any general terms and conditions of the buyer ("Buyer") which conflict with or deviate from the GTCS, unless WMF has expressly agreed to their validity. The GTCS also apply if WMF carries out the delivery to the Buyer without reservation in the knowledge of the Buyer's general terms and conditions which conflict with or deviate from the GTCS.

1.2 These WMF General Terms and Conditions of Sale and Delivery apply only to entrepreneurs in the exercise of their commercial or self-employed professional activities and to legal entities under public law and, unless otherwise agreed, also apply to all future transactions with WMF, even if they are not mentioned.

1.3 They apply accordingly to work and services. Acceptance of the delivered products shall be replaced by acceptance in the case of work performances and by acceptance of the service in the case of services.

1.4 These GTCS shall be without prejudice to any additional rights to which WMF may be entitled in accordance with the statutory provisions.

### 2. Offer and conclusion of contract

2.1 Unless otherwise specified by WMF, all offers submitted by WMF are subject to change and non-binding.

2.2 Orders shall become binding for WMF with their written or explicit confirmation (also by means of invoice or delivery note) or when WMF executes the order, in particular when WMF fulfils the order through shipment of the products. An order confirmation which is created with the help of automatic equipment and does not bear a signature and name shall be deemed to have been made in writing. Failure on the part of WMF to respond to offers, orders, requests or other declarations by the Buyer does not imply approval unless previously agreed in writing. If the order confirmation contains obvious errors, spelling mistakes, or calculation errors, it is not binding for WMF. Otherwise, all agreements require the written confirmation of WMF. The same applies to supplements, amendments, and ancillary agreements. This also applies to the revocation of the requirement for the written form.

2.3 WMF reserves all property rights, copyrights and other industrial property rights to all offer documents. Such documents must not be made accessible to third parties. At the request of WMF, the Buyer shall return all offer documents to WMF if they are no longer required in the ordinary course of business. The same applies in particular to all other documents, drafts, samples, specimens, and models.

2.4 The products offered on the WMF websites are not deemed to be contractual offers; they are merely invitations to place an order. When placing an order via the websites provided by WMF, the Buyer can select the respective WMF products and place them in the shopping basket. The Buyer's order becomes binding when the Buyer clicks the "Buy now" button in the shopping cart area at the end of the ordering process. Customer may edit the entered data in the ordering process as well as the contents of the shopping cart at any time before clicking the "Buy now" button, or may cancel the ordering process by leaving the website. WMF may save the text of the contract after the order has been placed, although this text is not accessible to the Buyer. After placing an order, the Buyer will receive confirmation of receipt of this order. This confirmation does not constitute acceptance of the Buyer's offer by WMF, but merely serves to inform the Buyer that the order has been received. The contract becomes effective if confirmed by WMF in writing within two weeks or with delivery of the respective products to the Buyer..

2.5 The language of the contract is German. Translations into other languages are provided solely for the information of the Buyer. In the event of contradictions between the German text and the translation, the German text shall take precedence.

### 3. Prices, terms of payment

3.1 Prices are indicated net EXW (Incoterms 2020), excluding VAT at the statutory rate and including packaging.

3.2 Invoices from WMF are payable without deductions within 21 days after receipt of the respective invoice. If this payment deadline is exceeded, WMF is entitled to demand interest in the amount of 9 percentage points above the applicable annual base interest rate and a lump-sum payment in the amount of 40 euros for internal or external collection measures, without prejudice to WMF's right to claim higher damages due by delayed performance and without a reminder. Further claims of WMF shall remain unaffected by this.

3.3 Cheques will only be accepted in lieu of payment. Cash payments are excluded.

3.4 WMF reserves the right to use payments to settle the oldest invoice items plus the accrued default interest and costs, in the order: costs, interest, principal claim.

3.5 The Buyer shall only be entitled to offset rights if their counterclaims have been legally established, are undisputed or acknowledged by WMF. The Buyer may only assert a right of retention if their counterclaim is based on the same contractual relationship.

3.6 If, after conclusion of the agreement, WMF obtains knowledge of a significant deterioration in the financial circumstances of the Buyer which, in their commercial view, may jeopardise its claim to

counterperformance, WMF is entitled, until the time of its performance, to demand the provision of suitable security within a reasonable period of time or advance payments or payment on delivery. WMF is also entitled to revoke terms of payment granted. If the Buyer does not comply with WMF's justifiable request or does not comply with it in a timely manner, WMF is entitled to withdraw from the contract or demand damages instead of performance. If the Buyer is in arrears with a partial performance, WMF can immediately demand immediate payment of the entire outstanding amount and, in the event of a delay in performance caused by a significant deterioration of the financial situation, is entitled to withdraw from the contract without granting a period of grace or to demand damages instead of performance. In the event of a delay in performance that is not due to a deterioration in the financial situation, WMF may withdraw from the contract after the fruitless expiry of a reasonable period of grace.

3.7. In the case of foreign transactions, payment shall be made prior to delivery, notwithstanding clause 3.2, unless otherwise agreed upon in writing in advance.

### 4. Condition and delivery

4.1 The quality of the products is determined by the agreed performance characteristics (in particular type, quantity, quality, functionality, compatibility, interoperability and other characteristics of the products). If WMF and the Buyer have agreed on a quality, a purpose, certain accessories or specific instructions, only this quality, suitability for this purpose, these accessories and these instructions are owed. In this respect, in particular, the usual use or condition of the products, the accessories or the instructions which the Buyer can expect in the absence of prior agreement shall not be relevant. This does not apply insofar as a purchase of consumer goods (end customer is a consumer) takes place at the end of the supply chain.

4.2 Any installation or assembly of the products agreed upon represents a secondary contractual obligation. The products are therefore deemed to have been delivered with handover of the products to the Buyer.

4.3 Delivery periods are non-binding unless otherwise expressly agreed. Partial deliveries are permissible. If a fixed delivery date has been agreed upon, the Buyer shall set a reasonable period of grace, on pain of refusal to accept performance, in the event of a delay on the part of WMF. If delivery still has not been effected by the end of this period of grace, the Buyer shall be entitled to withdraw from the contract.

4.4 The delivery period commences on the date of dispatch of the order confirmation and shall be deemed to have been complied with if the goods have left the factory/warehouse by the end of the delivery period or, in the event that dispatch is impossible, notification has been given that the



goods are ready for dispatch. If subsequent amendments to the contract are agreed upon, a new delivery date or delivery period will be specified. Compliance with the delivery time is subject to proper, in particular timely, delivery by WMF's own suppliers, unless WMF is responsible for the reason for the failure to effect proper delivery. In the event of the failure of WMF's own suppliers to effect proper delivery, WMF is entitled to withdraw from the contract. Should WMF exercise their right to withdraw from the contract WMF will notify the Buyer immediately and return any advance payments made by the Buyer.

4.5 The adherence to agreed deadlines for deliveries requires the timely receipt of all documents to be provided by the Buyer, required approvals and releases, in particular of plans, as well as adherence to the agreed terms of payment and other contractual obligations by the Buyer. If these prerequisites are not met in a timely manner, the deadlines will be extended appropriately; this does not apply if WMF is responsible for the delay.

4.6 Unless special agreements are made, call orders must be accepted within six months after WMF has announced their readiness for delivery. After expiry of this period, WMF shall be entitled to demand acceptance.

4.7 If non-compliance with the deadlines is due to force majeure - regardless of whether it occurred in the plants of WMF or at its upstream suppliers or similar events, in particular strike, lockout, official interventions, operational disruptions, industrial disputes, pandemics, epidemics, cyberattacks, embargoes, shortage of raw materials or delays in the delivery of essential raw and auxiliary materials, the deadlines will be extended appropriately. If the aforementioned events render delivery or performance impossible, WMF shall be released from its delivery obligation without the Buyer being entitled to claim damages. If the performance is no longer of interest to the Buyer due to the delay, the Buyer is entitled to withdraw from the agreement after setting a reasonable period of grace. If the aforementioned obstacles occur at the Buyer's premises, the same legal consequences also apply to the Buyer's acceptance obligation, provided that the latter informs WMF in writing in due time before the order is processed. The parties are under obligation to inform the other party of the aforementioned obstacles without delay.

4.8. Insofar as unforeseeable events have a major effect on the economic significance or the content of the delivery or have a significant impact on WMF's operations, the contract will be adjusted appropriately in good faith. Where this is not economically justifiable, WMF is entitled to withdraw from the contract. If WMF intends to exercise this right of withdrawal, it must inform the Buyer immediately on recognising the consequences of the event; this applies even if an extension of the delivery time was initially agreed upon with the Buyer.

4.9 If the Buyer does not accept the goods, WMF is entitled to withdraw from the contract after setting a reasonable period of grace or to claim damages in lieu of performance. In the latter case, WMF is

entitled to demand either compensation for the actual damage incurred or, without providing evidence of damage, 20% of the purchase price. The Buyer expressly reserves the right to prove that WMF has incurred lower damages or no damages at all.

4.10 The Buyer shall proceed as instructed by WMF with used devices taken in payment. No cash discount will be granted on the redemption amount.

4.11 The Buyer will receive a printed instruction manual for each machine, and the instructions therein must be followed. The laying of water pipes to the machine or to the stopcock for the water supply and power cables to the machine or to the socket with which the machine can be disconnected from the mains at all poles, as well as drainage, are the responsibility of the Buyer. Any resulting costs will be borne by the Buyer. WMF service technicians are only authorised to establish the connection between the machine and the connection points leading to it. WMF accepts no liability for compliance with general and local regulations governing on-site installation work. WMF service technicians are not authorised to make breakthroughs and/or drill holes, etc. on worktops/counters or their substructures and the like. This is also the responsibility of the Buyer.

4.12 In the case of cross-border deliveries, the Buyer will make all declarations and perform all acts necessary for export from Germany and import into the country of destination in good time vis-à-vis the competent authorities, and in particular will procure the documents necessary for customs clearance and comply with the requirements for any export controls or other restrictions on marketability. The deliveries are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations as well as embargoes or other sanctions. Delivery times will be extended accordingly in the event of delays due to export controls; delivery dates will be postponed accordingly.

## 5. Transfer of risk and acceptance

5.1 The risk of accidental loss and accidental deterioration shall pass to the Buyer as follows, even in the case of carriage paid delivery:

- for deliveries without installation or assembly, as soon as the goods have been handed over to the shipping agent. The goods are shipped ex works or ex warehouse at the risk of the Buyer. WMF accepts no liability for damage and loss during transport. This also applies if delivery is effected in stages or WMF has assumed additional obligations such as transportation costs or installation or assembly of the product on the Buyer's premises. Unless otherwise agreed upon, WMF will choose shipping and packaging at its own discretion. WMF assumes no obligation to take out insurance. However, the goods will be insured against transport damage and other damage on the written request of the Buyer,

- for deliveries with installation or assembly, on the day the goods are handed over to the Buyer by the shipping agent.
- in the case of collection by the Buyer, with notification of readiness for collection.

5.2 In the event of a delay in acceptance by the Buyer, WMF is entitled to demand compensation for the damage incurred as well as compensation for any additional expenses, unless the Buyer is not responsible for the non-acceptance of the products.

5.3 The Buyer is under obligation to formally accept work or services performed by WMF. The Buyer is not entitled to refuse acceptance due to minor defects. Formal acceptance will be effected with the Buyer's signature on the work report or acceptance protocol. In particular, acceptance shall also be deemed to have been granted if, after completion of installation or assembly of the products, the Buyer does not refuse acceptance, indicating at least one defect, within a reasonable period specified by WMF, if the Buyer delays installation or assembly of the products without reasonable cause beyond an appropriate deadline set by WMF or if the Buyer puts the products into operation or uses them in any other way.

## 6. Buyer's claims for defects

6.1 All products exhibiting a material defect will be repaired or replaced free of charge, at the discretion of WMF, provided that the cause of the defect already existed at the time of the transfer of risk.

6.2 Claims for defects will become time-barred in 12 months, in the case of demonstration models in 6 months, unless a purchase of consumer goods (end customer is a consumer) has taken place at the end of the supply chain. If the defective products have been used for a building in accordance with their customary use and have caused its defectiveness or if it is a defect in a building, the limitation period shall be five years. The period commences on delivery or, in the case services, on acceptance. The limitation period of one year or 6 months shall also apply to claims in tort based on a defect in the products or work performance. The limitation period of one year or 6 months does not apply to the unlimited liability of WMF for damage resulting from a breach of guarantee or from injury to life, body or health, for intent and gross negligence and for product defects or insofar as WMF has assumed a procurement risk. A statement by WMF regarding a claim for defects asserted by the Buyer shall not be considered entry into negotiations regarding the claim or the circumstances giving rise to the claim, provided that the defect claim is rejected by WMF in its entirety.

6.3 The statutory limitation periods for recourse claims of the Buyer against WMF due to a defect of a sold product based on supplier recourse remain unaffected by this. These recourse claims shall become time-barred at the earliest two months after the time at which the Buyer has satisfied the claims of its own purchaser. This suspension of the statute of limitations shall end no later than five years after the date on which WMF delivered the



product to the Buyer. This does not apply insofar as a consumer goods purchase (end customer is a consumer) has taken place at the end of the supply chain.

6.4 In the case of claims for defects, the Buyer must notify WMF immediately in writing of obvious defects, at the latest two weeks after delivery of the goods. Hidden defects must be reported to WMF in writing immediately, at the latest two weeks after their discovery. When notifying WMF, the Buyer must describe the defects in writing.

6.5 If there has been notification of defects, payments made by the Buyer may only be withheld to an extent which is in reasonable proportion to the material defects in quality which have occurred. If the notice of defect is unjustified, WMF is entitled to demand compensation from the Buyer for the expenses it has incurred, unless the Buyer is not responsible for the unjustified notice of defect.

6.6 First, WMF must always be given the opportunity for supplementary performance within a reasonable period of time, in accordance with Section 6.1. The Buyer is under obligation to make the faulty item or samples of it available to WMF. Replaced parts become the property of WMF and must be returned to WMF.

6.7 In as far as WMF is not willing or able to render supplementary performance, or if supplementary performance fails twice, the Buyer is entitled, at their discretion and without prejudice to any claims for damages or reimbursement of expenses, to withdraw from the contract or reduce the purchase price. The same applies if supplementary performance fails, cannot reasonably be expected of the Buyer, or is delayed beyond a reasonable period of time for reasons for which WMF is responsible.

6.8 The Buyer's right of withdrawal is excluded if Buyer is unable to return the received performance and this is not based on the fact that the return is impossible due to the nature of the received performance, is the responsibility of WMF, or the defect only became apparent during the processing or transformation of the products. The right of withdrawal is also excluded if WMF is not responsible for the defect and if the Buyer has to pay compensation instead of the return.

6.9 WMF does not provide warranty:

- for any parts that are subject to natural wear. These include, among others, seals;
- for defects, insofar as they are not the fault of WMF, which are due to the effects of weather, scale build-up, chemical, physical, electrochemical or electrical influences;
- if a water filter is not used although, according to the information in the operating instructions, the water conditions on site require the use of a water filter, and defects occur as a result;
- for defects caused by failure to follow the instructions for handling, maintenance and care of the appliance (e.g. operating and maintenance instructions of WMF in accordance with the operating instructions of the respective coffee machine type);

- for defects caused by unsuitable or improper use, failure to use WMF original spare parts or faulty assembly by the Buyer or third parties or by faulty or negligent handling, as well as from the consequences of improper modifications or repair work carried out by the Buyer or third parties without our consent;

6.10 Machines may only be returned with WMF's prior approval.

6.11 In all other cases, Section 9 shall apply to claims for damages.

6.12 WMF assumes no guarantees, in particular guarantees as to quality or durability, unless otherwise agreed in writing in individual cases.

## 7. Product liability

7.1 The Buyer shall not modify the products, and in particular must not modify or remove existing warnings of dangers in the case of improper use of the products. In the event of a breach of this obligation, the Buyer shall internally indemnify WMF against product liability claims of third parties, unless the Buyer is not responsible for the modification of the products.

7.2 If, due to a product defect, WMF is prompted to issue a product recall or warning, the Buyer will cooperate to the best of its ability in the measures deemed necessary and expedient by WMF and will support WMF in this regard, in particular in determining the necessary customer data. The Buyer is under obligation to bear the costs of the product recall or warning, unless the Buyer is not responsible for the product defect under product liability law. Further claims of WMF shall remain unaffected by this.

7.3 The Buyer shall immediately inform WMF in writing of any risks in the use of the products and possible product defects of which the Buyer becomes aware.

## 8. Option of extension of limitation periods for claims arising from defects in coffee machines

8.1 When purchasing coffee machines, the warranty period shall be extended to 24 months from the transfer of risk if the Buyer already concludes a service agreement with a minimum term of three years for regular maintenance of the purchased coffee machine when entering into the purchase contract.

8.2 Warranty claims will otherwise be governed by Section 6.

8.3 The service agreement constitutes an independent legal transaction.

## 9. Liability of WMF

9.1 WMF shall be liable without limitation for damages resulting from a breach of guarantee or from injury to life, body or health. The same applies to intent and gross negligence or insofar as WMF has assumed a procurement risk. WMF is only liable for slight negligence if essential obligations are violated that result from the nature of the contract

and are of particular importance for achieving the purpose of the contract. In the event of a breach of such obligations, default and impossibility, the liability of WMF is limited to damages that can typically be expected to occur within the scope of this contract. The mandatory statutory liability for product defects remains unaffected by this.

9.2 Insofar as WMF's liability is excluded or limited, this also applies to the personal liability of WMF's employees, representatives and vicarious agents.

## 10. Retention of title

10.1 The goods supplied remain the property of WMF (reserved goods) until all claims to which WMF is entitled from the current and future business relationship with the Buyer have been fulfilled. The Buyer is under obligation to treat the products subject to retention of title with care for the duration of the retention of title. In particular, the Buyer must insure the products adequately at own expense and at replacement value against fire, water and theft. On request from WMF, the Buyer must provide proof of the insurance policy. The Buyer hereby assigns all compensation claims from this insurance to WMF. WMF hereby accepts the assignment. If the assignment is not permitted, the Buyer hereby instructs the insurer to make any payments only to WMF. Further claims of WMF shall remain unaffected by this.

10.2 If the Buyer is not the end customer but a reseller, the Buyer is entitled to resell the goods subject to retention of title in the ordinary course of business. Otherwise, the Buyer is not entitled to pledge goods subject to retention of title, to assign them by way of security or to make any other dispositions that jeopardise WMF's ownership status. In the event of seizure or other interventions by third parties, the Buyer must immediately notify WMF in writing and provide all necessary information, inform the third party of WMF's ownership rights, and cooperate in WMF's measures to protect the products subject to retention of title. Insofar as the third party is not able to reimburse WMF for the judicial and extrajudicial costs to enforce WMF's property rights, the Buyer will compensate WMF for the resulting loss, unless the Buyer is not responsible for the breach of duty.

10.3. The Buyer hereby assigns to WMF all claims to the amount of the final WMF invoice that accrue to the Buyer from the resale against Buyer's customers or third parties, regardless of whether the goods subject to retention of title have been resold without or after processing. WMF herewith accepts this assignment. Where assignment is not permitted, the Buyer hereby instructs the third-party debtor to make any payments only to WMF. The Buyer has the revocable right to collect the receivables assigned to WMF in trust for WMF in its own name. The collected amounts are to be paid to WMF without delay. WMF is entitled to revoke the Buyer's collection authorisation as well as the Buyer's authorisation to resell for good cause, in particular if the Buyer fails to fulfil their payment obligations to WMF, is in default of payment, suspends payments, or if the Buyer files for the



opening of insolvency proceedings or comparable proceedings to settle the Buyer's debts, or if the substantiated application of a third party for the opening of insolvency proceedings or comparable proceedings to settle the Buyer's debts is rejected for lack of assets. In the event of revocation, WMF may demand that the Buyer inform WMF of the assigned claims and the corresponding debtors, provide all information required for collection, hand over the associated documents, and inform the debtors (third parties) of the assignment. In the event of a blanket assignment by the Buyer, the claims assigned to WMF must be expressly excluded.

10.4 The processing or transformation of the products subject to retention of title by the Buyer is always carried out on behalf of WMF. The Buyer's expectant right to the products subject to retention of title continues in the processed or transformed item. If the products are processed or transformed with other items that do not belong to WMF, WMF shall acquire co-ownership of the new item in the ratio of the value of the products supplied to the other processed items at the time of processing or transformation. The same applies if the products are combined or mixed with other items that are not the property of WMF in such a way that WMF loses absolute rights of title. The Buyer will keep the new goods in custody for WMF. In all other respects, the same provisions apply to the object created through processing or transformation as well as combination or mixing as apply to the products subject to retention of title.

10.5 If the value of all security rights to which WMF is entitled exceeds the amount of all secured claims by more than 10%, WMF will release a corresponding part of the security rights at the Buyer's request. The valuation is to be based on the invoice value of the products subject to retention of title and the nominal value in the case of receivables. The individual items to be released will be selected by WMF.

10.6 In the event of breaches of duty by the Buyer, in particular in the event of default in payment, WMF is entitled to withdraw from the contract after the expiry of a reasonable period of grace defined by WMF for the performance of the contract, without prejudice to other rights of WMF. The Buyer is under obligation to surrender the purchased item immediately. After giving appropriate notice in due time, WMF may otherwise dispose of the products subject to retention of title in order to satisfy its due claims against the Buyer.

10.7 For deliveries to other legal systems in which this retention of title provision does not have the same security effect as in the Federal Republic of Germany, the Buyer hereby grants WMF a corresponding security interest. If further measures are required for this, the Buyer will do everything in their power to grant WMF such a security interest without delay. The Buyer will cooperate in all measures necessary and conducive to the effectiveness and enforceability of such security interests.

## **11. Compensation for use in the case of redemptions**

11.1 If the contract should be rescinded - irrespective of the legal grounds - WMF shall be entitled to claim the following amounts for the use and utilisation of the equipment and as compensation for loss of value, without prejudice to any other possible claims of WMF against the Buyer:

- 25 % of the purchase price within the first 6 months;
- 30 % of the purchase price within the first 12 months;
- 40 % of the purchase price after one year;
- 50 % of the purchase price after two years;
- 60 % of the purchase price after three years.

11.2 The Buyer expressly reserves the right to prove that a lower depreciation or no depreciation at all has occurred on the device.

## **12. Technical data**

12.1 Coffee machines with CoffeeConnect are technically capable of transmitting operating and status information ("technical data") to WMF via a telematics unit ("CoffeeConnect INSIDE"). In particular, these technical data include:

- a) Counter values and statistics on brewing operations, beverage and maintenance counters, milk temperature (in the case of a supplementary unit or supplementary cooling unit), boiler temperature etc.
- b) Executed commands and functions together with the time of operation
- c) Time and duty cycle
- d) Data on radio transmission, including signal strength, selected provider and the radio cell within which the coffee machine is located
- e) Diagnostic and error messages of the coffee machine
- f) Types of cleaning operation and times at which cleaning was carried out
- g) Software versions and times at which software and software log files were updated
- h) Beverage and machine settings

This list is not exhaustive.

12.2 The Technical Data are raw data without any reference to a natural person. The Technical Data will only be transmitted to WMF and linked with personal data in accordance with the agreements with the Buyer, for example within the scope of the use of CoffeeConnect or the Service Agreement and consent issued by the Buyer.

## **13. Data protection**

13.1 The processing of personal data of the Buyer is necessary for the execution of the contract concluded with the Buyer. In particular, WMF processes the contact, order and payment information of the Buyer.. Due to retention obligations under commercial and tax law, the Buyer's data in connection with the contract will be stored for up to 10 years. The processing of personal data shall take place exclusively in accordance with the

statutory requirements, agreements concluded with the Buyer or consent granted by the Buyer.

13.2 Details on the extent of the processing of the Buyer's personal data is provided in the general data privacy statement on our website [www.wmf-coffeemachines.com/en\\_com/data-protection/](http://www.wmf-coffeemachines.com/en_com/data-protection/).

## **14. Confidentiality clause**

14.1 The parties are under obligation to maintain confidentiality with regard to all information made accessible to them, designated as confidential or otherwise recognizable as business or trade secrets, for the duration of five years from delivery, and to refrain from recording, passing on or utilizing such information.

14.2 The obligation to maintain confidentiality does not apply if the information was verifiably known to the recipient prior to commencement of the contractual relationship or was public knowledge or publicly accessible before commencement of the contractual relationship or becomes public knowledge or publicly accessible without any fault on the part of the receiving party. The receiving party bears the burden of proof.

14.3 The parties will conclude appropriate contractual agreements with their employees and representatives, in particular their freelance staff, contractors and service providers, to ensure that they, too, refrain from the utilization, passing on or unauthorized recording of such business or trade secrets for the duration of five years from delivery.

## **15. Anti-corruption clause**

15.1 Each of the parties declares that it has not offered, promised, given, authorized, solicited or accepted bribes or other improper advantages, directly or indirectly, to influence another Party's actions or to obtain or retain an unfair commercial advantage.

15.2 The parties undertake to implement appropriate internal policies and procedures in order to prevent corruption and ensure compliance with applicable anti-corruption laws and regulations.

15.3 In the event of a proven breach of this clause by one of the parties, the other party reserves the right to terminate the contract immediately, without prejudice to any other remedy or compensation provided by law.

15.4 The parties also agree to fully cooperate with any investigation regarding allegations of corruption or related violations, and to provide all necessary information and documentation to the competent authorities.

15.5 This clause shall remain in force for the duration of the contract and shall survive its termination, irrespective of the reason for the termination.



## **16. Compliance with international sanctions**

16.1 The parties acknowledge and accept that each of them is subject to strict compliance with the international sanctions in force (such as those imposed by the United Nations, the European Union, the United States and the United Kingdom). Neither party shall take any action contrary to such sanctions in the performance of this contract.

16.2 Each of the parties represents and warrants that it is not currently subject to international sanctions, and that it has not been involved in activities contrary to such sanctions.

16.3 The parties undertake to carry out all necessary audits to ensure that their employees, agents, partners and subcontractors comply with international sanctions during the term of the contract.

16.4 None of the parties will carry out transactions, directly or indirectly, with individuals, entities or countries subject to international sanctions, unless expressly authorised by the laws and regulations in force.

16.5 In the event of a proven breach of this clause by one of the parties, the other party shall have the right to terminate the contract with immediate effect, without prejudice to any other remedy or compensation provided by law.

16.6 The parties agree to keep each other informed of any changes that may affect their compliance with international sanctions and to fully cooperate to resolve any issues or problems related to these sanctions.

16.7 This clause shall remain in force for the duration of the Agreement and shall survive its termination for any reason whatsoever.

as possible to the economic purpose intended by the parties.

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## **17. Non-assignment**

The assignment of claims against WMF from contracts concluded between WMF and the Buyer is excluded without the express written consent of WMF.

## **18 Jurisdiction, place of performance, applicable law**

18.1 Unless otherwise stated in the order confirmation, the place of performance shall be the registered office of WMF.

18.2 The exclusive place of jurisdiction is the place of business of WMF. However, WMF is also entitled to bring an action against the Buyer at the court of its place of residence. Arbitration clauses are herewith rejected.

18.3 The contractual relations will be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

18.4 Should any of the above provisions be invalid or a gap should be found in the provisions of this contract, the invalid or missing provision will be replaced by a valid provision which comes as close