General Terms and Conditions of Delivery

Status: September 2025

1. Subject of the Contract, Scope

1.1 The subject of the contract results from these General Terms and Conditions of Delivery as well as from the provisions made in the performance descriptions. Performance descriptions in this sense can be either performance descriptions of OhmEx GmbH or performance descriptions of the Client if OhmEx GmbH has referred to them in its offer and order confirmation. These regulate the work and services of OhmEx GmbH.

1.2 All deliveries, services, and offers of OhmEx GmbH are made exclusively on the basis of these General Terms and Conditions of Delivery. These are an integral part of all contracts that OhmEx GmbH concludes with its contractual partners (hereinafter also referred to as "Client") regarding the deliveries or services offered by it. They also apply to all future deliveries, services, or offers to the Client, even if they are not separately agreed upon again.

1.3 Deviating regulations require the written form. The assumption of a guarantee for certain properties (quality) also requires written confirmation by OhmEx GmbH to be effective.

1.4 General terms and conditions of the Client or third parties shall not apply, even if OhmEx GmbH does not separately object to their validity in individual cases. Even if OhmEx GmbH refers to a letter containing or referring to the general terms and conditions of the Client or a third party, this does not constitute consent to the validity of those terms and conditions. General terms and conditions of the contractual partner do not become part of the contract.

1.5 OhmEx GmbH is entitled to change the General Terms and Conditions of Delivery, the respective performance descriptions, or the prices with a reasonable notice period, provided the changes are reasonable for the Client, taking into account the interests of OhmEx GmbH. The changes will be communicated to the Client in writing.

2. Offer and Conclusion of Contract

2.1 All offers from OhmEx GmbH are subject to change and non-binding unless they are expressly marked as binding. OhmEx GmbH can accept orders and assignments within 14 days of receipt.

2.2 OhmEx GmbH is bound to offers marked as binding for a period of 30 days from the creation of the offer. Upon expiry of the 30 days, a new offer must be obtained from the Client.

2.3 The legal relationship between OhmEx GmbH and the customer shall be governed solely by the written contract, including these terms and conditions of delivery. This contract fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Verbal commitments made by OhmEx GmbH prior to the conclusion of this contract are not legally binding. Verbal agreements between the contracting parties are replaced by the written contract, unless it is expressly stated in each case that they remain binding.

2.4 Supplements and amendments, including these delivery conditions, require the written form to be effective.

2.5 Information provided by OhmEx GmbH regarding the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as its representation (e.g. drawings and illustrations) are only approximate unless exact conformity is required for the contractually intended purpose. They are not guaranteed characteristics, but descriptions or identifications of the delivery or service. Deviations customary in the trade and deviations due to legal regulations or technical improvements, as well as the replacement of components with equivalent parts, are permissible, provided they do not impair the usability for the contractually intended purpose.

2.6 OhmEx GmbH reserves the right of ownership and/or copyright to all offers and cost estimates submitted by it, as well as to drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the client. The client may not make these items available to third parties, disclose them, use them himself or through third parties, or reproduce them without the express consent of OhmEx GmbH. At the request of OhmEx GmbH, the client must return these items in full to OhmEx GmbH and destroy any copies made if they are no longer required by the client in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

3. Prices and Payment Terms

3.1 The prices apply to the scope of services and delivery specified in the order confirmation. Additional or special services will be charged separately. Prices are quoted in EURO ex works plus packaging, the applicable statutory value added tax, transport costs and, in the case of export deliveries, plus customs duties and other fees and public charges.

3.2 If the agreed prices are based on the list prices of OhmEx GmbH and delivery is to take place more than four months after conclusion of the contract, the list prices of OhmEx GmbH valid at the time of delivery shall apply.

3.3 OhmEx GmbH is entitled to demand advance payments. The payment period for advance payments is 14 days from order confirmation.

3.4 Invoices issued by OhmEx GmbH are due for payment immediately upon issuance. The client shall be in default without further explanation 14 days after the due date, which corresponds to the date of invoicing, if they have not paid or have not paid in full. If there are defects, the client shall not be entitled to a right of retention unless this is in reasonable proportion to the defects and the anticipated costs of subsequent performance (in particular, rectification of defects). Invoice amounts are payable within 14 days of invoicing without any deductions, unless otherwise agreed in writing. The date of payment is determined by the date of receipt by OhmEx GmbH. Cheques are only considered payment after they have been cashed. If the client fails to pay by the due date, interest of 5% p.a. shall be charged on the outstanding amounts from the due date. For each direct debit that is not honoured or is returned, the client shall reimburse OhmEx GmbH for the costs incurred to the extent that the client is responsible for the event that triggered the costs. The right to claim higher interest and further damages in the event of default remains unaffected.

3.5 In the case of services that have not yet been completed, OhmEx GmbH shall be entitled to make outstanding deliveries or provide outstanding services only against advance payment or security. This shall apply in particular in the event of default in payment for advance services or default due to a lack of cooperation.

3.6 If a fixed price has been agreed, OhmEx GmbH shall be entitled, notwithstanding clause 3.3, to instalment payments for completed parts of the work, unless the parties have agreed otherwise. The instalment payments for the services rendered shall be due upon completion of the following project phases:

- before the start of the contract in accordance with clause
- first partial delivery or partial service (engineering); if the project involves both deliveries and engineering services, the earlier event shall be decisive.
- any further partial delivery or partial service (engineering); if the project involves both deliveries and engineering services, the earlier event shall be decisive
- Provision for factory acceptance
- Ready for dispatch
- OhmEx GmbH is entitled to charge a fee for additional services. The applicable billing rates for services provided by OhmEx GmbH apply.

3.7 If the remuneration or part of the remuneration is calculated on a time and material basis, this shall be based on the prices generally applicable at OhmEx GmbH at the time of conclusion of the contract, unless otherwise agreed. In this case, OhmEx GmbH shall document the type and duration of the activities and attach this to the invoice as an appendix.

3.8 In the event of cancellation of the order by the client, the client undertakes to reimburse OhmEx GmbH for the actual costs incurred up to the time of cancellation.

3.9 The client shall only be entitled to a right of set-off if his counterclaim has been legally established or is undisputed. The client is only entitled to assert a right of retention on the basis of counterclaims arising from this contractual relationship.

3.10 The retention of payments due to counterclaims by the client or offsetting against such claims, as well as deductions from invoices without the written consent of OhmEx GmbH, is excluded.

4. Retention of Title

4.1 The retention of title agreed below serves to secure all existing and future claims of OhmEx GmbH against the client arising from the delivery and service relationship between the contracting parties.

4.2 The goods delivered by OhmEx GmbH to the customer remain the property of OhmEx GmbH until all secured claims have been paid in full. The goods, as well as the goods covered by the retention of title that replace them in accordance with this clause, are hereinafter referred to as reserved goods.

4.3 The client shall store the goods subject to retention of title free of charge for OhmEx GmbH.

4.4 OhmEx GmbH reserves the right of ownership and rights to be granted until full payment of the remuneration owed. Prior to this, the rights are always only granted provisionally and are freely revocable by OhmEx GmbH.

4.5 In the event of breaches of duty by the customer, in particular in the event of default in payment, OhmEx GmbH shall be entitled, even without setting a deadline, to demand the return of the delivery item and/or to withdraw from the contract; the customer shall be obliged to return the item. The demand for the return of the delivery item does not constitute a declaration of withdrawal by OhmEx GmbH, unless it expressly declares its withdrawal from the contract.

4.6 In the event of default of payment by the buyer, OhmEx GmbH shall be entitled to take back the goods subject to retention of title and the customer shall be obliged to surrender them. To this end, the customer hereby grants OhmEx GmbH permission to enter its property and business premises.

4.7 If the goods subject to retention of title are processed by the customer, it is agreed that the processing shall be carried out in the name and on behalf of OhmEx GmbH as the manufacturer and that OhmEx GmbH shall immediately acquire ownership or – if the processing is carried out using materials from several owners or if the value of the processed item is higher than the value of the goods subject to retention of title - acquires co-ownership (fractional ownership) of the newly created item. In the event that OhmEx GmbH does not acquire such ownership, the customer hereby transfers its future ownership or co-ownership of the newly created item to OhmEx GmbH as security. If the goods subject to retention of title are combined with other items to form a single item or are inseparably mixed and one of the other items is to be regarded as the main item, OhmEx GmbH shall, insofar as the main item belongs to it, transfer co-ownership of the single item to the client in the ratio specified in sentence 1.

4.8 In the event of resale of the goods subject to retention of title, the customer hereby assigns to OhmEx GmbH, by way of security, any claims against the purchaser arising from such resale. OhmEx GmbH hereby accepts the assignment. The same applies to other claims that replace the goods subject to retention of title or otherwise arise in relation to the goods subject to retention of title, such as insurance claims or claims arising from tort in the event of loss or destruction. OhmEx GmbH revocably authorises the customer to collect the claims assigned to OhmEx GmbH in its own name. OhmEx GmbH may only revoke this collection authorisation in the event of realisation.

4.9 If third parties access the goods subject to retention of title, in particular through seizure, the client shall immediately inform these third parties of OhmEx GmbH's ownership and notify OhmEx GmbH thereof in order to enable it to enforce its property rights. If the third party is unable to reimburse OhmEx GmbH for the judicial and extrajudicial costs incurred in this connection, the client of OhmEx GmbH shall be liable for these costs.

4.9 If third parties access the goods subject to retention of title, in particular through seizure, the client shall immediately inform these third parties of OhmEx GmbH's ownership and notify OhmEx GmbH thereof in order to enable it to enforce its property rights. If the third party is unable to reimburse OhmEx GmbH for the judicial and extrajudicial costs incurred in this

connection, the client shall be liable to OhmEx GmbH for these costs.

4.10 If OhmEx GmbH withdraws from the contract due to the client's breach of contract, in particular in the event of default in payment (event of realisation), it shall be entitled to demand the return of the goods subject to retention of title. Further rights, such as compensation for loss of use, etc., shall remain unaffected by this.

4.11 Upon the occurrence of payment difficulties, suspension of payments, disclosure of insolvency applications, opening of preliminary insolvency proceedings or submission of an affidavit or judicial or extrajudicial settlement proceedings, the right to further process, use or install the goods subject to retention of title shall expire.

5. Deadlines for Deliveries and Delay

5.1 Deadlines and dates for deliveries and services promised by OhmEx GmbH are always approximate unless a fixed deadline or date has been expressly promised or agreed. If shipment has been agreed, the delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

5.2 OhmEx GmbH may – without prejudice to its rights arising from default – demand that the customer extend delivery and service deadlines or postpone delivery and service dates by the period during which the customer fails to fulfil its contractual obligations to OhmEx GmbH.

6. Place of Performance, Shipping, Packaging, Acceptance, Transfer of Risk

6.1 Unless otherwise specified, the place of performance for all obligations arising from the contractual relationship is Großwallstadt. If the seller is also responsible for installation, the place of performance is the location where the installation is to take place.

6.2 The shipping method and packaging are subject to the discretion of OhmEx GmbH.

6.3 If shipment of the goods has been agreed and the seller has not undertaken transport or installation, the risk shall pass to the customer at the latest upon handover of the delivery item to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply in the case of partial deliveries. If shipping or handover is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer on the day on which the delivery item is ready for shipment and OhmEx GmbH has notified the customer thereof.

6.4 Storage costs after transfer of risk shall be borne by the customer. If storage is carried out by OhmEx GmbH, the storage costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per week elapsed. We reserve the right to assert and provide evidence of further or lower storage costs.Setup and Assembly

6.5 OhmEx GmbH shall only insure the shipment against theft, breakage, transport damage, fire and water damage or other insurable risks at the express request of the client and at the client's expense.

6.6 In the case of work performance, OhmEx GmbH may provide partial deliveries or partial services for acceptance (partial acceptance). This includes self-contained phases for the fulfilment of the specified phases or services, self-contained and thus functional parts, self-contained documents or parts of documents.

6.7 The client shall immediately carry out and declare each acceptance (partial acceptance) of the services provided by OhmEx GmbH. OhmEx GmbH is entitled to participate in each acceptance.

6.8 If no complaints of significant defects are made within thirty calendar days or any period agreed for acceptance after provision for acceptance (partial acceptance), or if the client incorporates the work results into its productive operation, acceptance shall be deemed to have taken place.

7 Installation and assembly

Unless otherwise agreed in writing, the following provisions shall apply to installation and assembly:

7.1 The client shall bear the costs and provide in good time:

a) all earthworks, construction work and other ancillary work not specific to the industry,
b) the items and materials required for assembly and commissioning, such as scaffolding, hoists and other equipment,
c) energy and water at the place of use, including connections, heating and lighting,
d) sufficiently large, suitable, dry and lockable rooms at the installation site for the storage of machine parts, equipment, materials, tools, etc., and appropriate work and recreation rooms for the installation personnel, including sanitary facilities appropriate to the circumstances; in addition, the client must take the measures to protect the supplier's property and the assembly personnel on the construction site that he would take to protect his own property,
e) protective clothing and protective devices required due to special circumstances at the assembly site.

7.2 Before the start of the assembly work, the client shall provide the necessary information about the location of concealed electricity, gas, water pipes or similar installations, as well as the necessary structural data, without being asked.

7.3 Before installation or assembly begins, the supplies and items required for the work to commence must be available at the installation or assembly site, and all preparatory work must be sufficiently advanced before installation begins so that installation or assembly can commence as agreed and be carried out without interruption. Access routes and the installation or assembly site must be levelled and cleared.

7.4 If the installation, assembly or commissioning is delayed due to circumstances for which OhmEx GmbH is not responsible, the client shall bear the reasonable costs for waiting time and any additional travel required by OhmEx GmbH or the assembly personnel.

7.5 The client shall certify to OhmEx GmbH on a daily basis the duration of the working hours of the assembly personnel and the completion of the installation, assembly or commissioning.

8. Duties and Obligations of the Client Regarding Heaters

If the service provided by OhmEx GmbH consists of the delivery of a heater, the client must comply with the following obligations:

8.1 The tubular heating elements installed in the heaters are susceptible to moisture. The delivered heater – including the switch insert, if applicable – must be stored in a dry, weather-protected hall.

8.2 The heater must be put into operation by the customer no later than six weeks after delivery.

8.3 If commissioning is not possible within the period specified in clause 8.2, any built-in condensation heater must be connected. At the same time, the heater must be stored in a climate-controlled environment. The details to be observed in this regard are specified in the instructions affixed to the heater itself and/or on the packaging.

8.4 The client is obliged to notify OhmEx GmbH in writing of the date of commissioning.

9. Duties and Obligations of the Client

9.1 The client shall ensure that all necessary provision and cooperation services are provided to OhmEx GmbH in a timely manner, to the required extent and free of charge.

9.2 The client shall provide OhmEx GmbH employees with all necessary support during their work at the client's premises. This support includes, among other things, the client:

- ensuring that a qualified employee is available to provide support at the commissioning site
- ensuring that the employees deployed by OhmEx GmbH are granted free access to the service locations at the agreed time
- ensuring, for the benefit of OhmEx GmbH employees, that its provisions comply with occupational health and safety regulations
- provides OhmEx GmbH employees with the information necessary for their activities in good time

9.3 Data carriers provided by the client must be technically sound and free of errors in terms of content. If this is not the case, the client shall compensate OhmEx GmbH for all damages arising from the use of these data carriers and indemnify OhmEx GmbH against all claims by third parties.

9.4 If the client fails to provide a necessary and agreed contribution, or fails to do so in a timely manner or in the agreed manner, the consequences thereof (e.g. delays, additional expenses) shall be borne by the client.

9.5 OhmEx GmbH and its vicarious agents shall be indemnified against all claims by third parties based on the unlawful use of copyright-protected services by the client or with the client's approval, or arising from legal disputes related to the use of the service. The client shall notify OhmEx GmbH immediately in writing if third parties assert claims against it for infringement of their rights. The client shall not acknowledge the infringement alleged by third parties and shall either leave any dispute to OhmEx GmbH or only conduct it in agreement with OhmEx GmbH.

9.6 The client shall report complaints in writing with a comprehensible description of the error symptoms and, as far as possible, by handing over written records, hard copies or other documents illustrating the defects.

10. Warranty, Material Defects

OhmEx GmbH shall be liable for defects in accordance with the following provisions:

10.1 The customer must carefully inspect the delivered products immediately after delivery. The products shall be deemed to have been approved by the customer with regard to obvious defects or other defects that would have been apparent during an immediate, careful inspection if OhmEx GmbH does not receive a written notice of defects within ten working days of delivery.

10.2 With regard to other defects, the delivered products shall be deemed to have been approved by the buyer if the notice of defect is not received by the seller within ten working days of the date on which the defect became apparent.

10.3 A defect shall not be deemed to exist if

- if, after the transfer of risk, damage or changes to the product occur because the customer has not complied with the instructions for storage and handling provided by OhmEx GmbH and affixed directly to the product and/or packaging during the period prior to commissioning,
- if natural wear and tear occurs after commissioning,
- if other damage occurs after commissioning as a result of incorrect or negligent use, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or due to special external influences that are not provided for in the contract. Use is considered faulty or negligent in particular if the product is not used under the contractually agreed conditions in accordance with the documentation. The documentation consists of general operating instructions with handling instructions and a technical drawing.

10.4 OhmEx GmbH does not accept any liability for corrosion damage.

10.5 If the client or third parties carry out improper modifications or repair work, no warranty claims shall exist for these and the resulting consequences.

10.6 If the client reports a defect, they must provide OhmEx GmbH with the following information in particular so that the defect can be investigated:

- Date of delivery
- Order number and/or delivery note number
- Condition of the product upon delivery
- Climatic conditions during storage
- Date of commissioning
- Information on the mode of operation, close to the time when the defect occurred

In addition to a detailed description, the client shall send suitable evidence, in particular photos and reports. At the request of OhmEx GmbH, the client shall provide additional information.

10.7 If the client reports a defect, they shall, at the request of OhmEx GmbH, return the rejected product to OhmEx GmbH carriage paid. If the complaint proves to be justified, OhmEx GmbH shall reimburse the client for the costs of the cheapest shipping method.

10.8 If OhmEx GmbH has performed services to search for a defect after notification of an alleged defect, but no defect is found and the client could have recognised this, the client shall bear the costs incurred as a result. These costs shall be calculated on the basis of the rates applicable at the time of performance of the services by OhmEx GmbH.

10.9 If the client has justifiably reported a defect in due form and time, they are entitled to subsequent performance. OhmEx GmbH has the right to choose the type of subsequent performance – rectification of the defect or delivery of a defect-free item.

10.10 If subsequent performance is unreasonable for OhmEx GmbH, OhmEx GmbH may refuse subsequent performance. Subsequent performance is unreasonable if the costs associated with it exceed 110 percent of the value of the product in a defect-free condition. The costs include, in particular, shipping, transport, travel, labour, inspection and material costs.

10.11 Subsequent performance shall also be unreasonable if the associated installation and removal costs exceed 110 percent of the value of the product in a defect-free condition.

10.12 If OhmEx GmbH has refused subsequent performance in accordance with clauses 10.10 or 10.11, if subsequent performance fails or if it is unreasonable for the client, the client is entitled to a reduction in price or to withdraw from the contract.

10.13 If installation or assembly is included in the scope of services provided by Ohmex GmbH, the period for asserting warranty claims shall be one year from acceptance. If the client undertakes the installation or assembly itself, the period for asserting warranty claims shall be 18 months from delivery. These periods do not apply to claims for damages by the client arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by OhmEx or its vicarious agents; these are subject to the statutory limitation periods.

11. Industrial Property Rights and Copyrights

11.1 If a third party asserts justified claims against the customer due to the infringement of an industrial property right or copyright (hereinafter referred to as ‘property rights’) by products supplied by OhmEx GmbH and used in accordance with the contract, OhmEx GmbH shall be liable to the customer as follows:

a) OhmEx GmbH shall, at its discretion and at its own expense, either obtain a right of use for the product, modify the product so that the property right is not infringed, or replace the product. If this is not possible for OhmEx GmbH under reasonable conditions, it shall take back the product against reimbursement of the purchase price.

b) The above obligations of OhmEx GmbH shall only apply if the client immediately notifies OhmEx GmbH in writing of the claims asserted by the third party, does not acknowledge any infringement, and reserves all defensive measures and settlement negotiations for OhmEx GmbH. If the client discontinues use of the product for reasons of damage mitigation or other important reasons, it is obliged to inform the third party that the discontinuation of use does not constitute an acknowledgement of an infringement of property rights.

11.2 Claims by the client are excluded if he is responsible for the infringement of property rights.

11.3 Claims by the client are also excluded if the infringement of property rights is caused by special specifications of the client, by an application that OhmEx GmbH could not have foreseen, or by the fact that the product has been modified by the client or used in conjunction with products not supplied by OhmEx GmbH.

11.4 Further claims against OhmEx GmbH are excluded; however, the agreements on liability remain unaffected, as does the client's right to withdraw from the contract.

12. Liability for Damages Due to Fault

12.1 OhmEx GmbH's liability for damages, regardless of the legal basis, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, is limited in accordance with this clause, insofar as fault is relevant in each case.

12.2 OhmEx GmbH shall only be liable for damages incurred insofar as these are based on a breach of a material contractual obligation or on intentional or grossly negligent conduct on the part of OhmEx GmbH, its legal representatives, employees or vicarious agents. If an essential contractual obligation is breached through slight negligence, our liability shall be limited to the foreseeable damage typical for this type of contract. An essential contractual obligation is an obligation whose fulfilment is essential for the proper execution of the contract or on whose fulfilment the client has relied and was entitled to rely.

12.3 Insofar as OhmEx GmbH is liable for damages in accordance with Section 8.2, this liability shall be limited to damages which OhmEx GmbH foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item shall also only be eligible for compensation if such damage is typically to be expected when the delivery item is used for its intended purpose.

12.4 The above exclusions and limitations of liability apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of OhmEx GmbH.

12.5 Insofar as OhmEx GmbH provides technical information or advice and this information or advice is not part of the contractually agreed scope of services owed by it, this shall be done free of charge and to the exclusion of any liability.

12.6 The limitations of this Section 8 shall not apply to OhmEx GmbH's liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health, or under the Product Liability Act.

13 Export

The client shall be responsible for observing the import and export regulations applicable to the deliveries and services. In the case of cross-border deliveries or services, the client shall bear any customs duties, fees and other charges incurred. The client shall be responsible for handling any legal or official procedures in connection with cross-border deliveries or services.

14 Confidentiality

The contracting parties are obliged to maintain confidentiality for an unlimited period of time with regard to business and trade secrets as well as information designated as confidential that becomes known in connection with the execution of the contract. Disclosure to third parties not involved in the execution of the order may only take place with the prior written consent of the other contracting party. The contracting parties shall also impose this obligation on their employees and any third parties they may employ.

15. Cancellation Right; Cancellation Costs

15.1 The client has the right to cancel the order at any time without giving reasons (‘cancellation’).

15.2 If the client cancels the order, they shall reimburse Ohmex GmbH for the portion of the remuneration attributable to the portion of the service and delivery already rendered at the time of termination. The client shall pay Ohmex GmbH 10 per cent of the portion of the remuneration attributable to the portion of the service and delivery not yet rendered at the time of termination.

15.3 The contractor shall issue an invoice for the cancellation costs. The invoice is due for payment immediately upon issuance. The client shall be in default without further explanation 14 days after the due date, which corresponds to the date of invoicing, if they have not paid or have not paid in full.

16 Force majeure

16.1 OhmEx GmbH shall not be liable for events of force majeure which significantly impede OhmEx GmbH's contractual performance, temporarily hinder the proper execution of the contract or render it impossible.

16.2 Force majeure shall be deemed to include all circumstances beyond the control and influence of the contracting parties, such as natural disasters, government measures, decisions by authorities, blockades, war and other military conflicts, mobilisation, civil unrest, terrorist attacks, strikes, lockouts and other industrial disputes, confiscation, embargoes or other circumstances that are unforeseeable, serious and beyond the control of the contracting parties and occur after the conclusion of the contract.

16.3 If one of the contracting parties is prevented from fulfilling its contractual obligations due to force majeure, this shall not be considered a breach of contract and the deadlines specified in the contract or based on the contract shall be extended appropriately in accordance with the duration of the hindrance. The same shall apply if OhmEx GmbH is dependent on the advance performance of third parties and this is delayed due to force majeure.

16.4 Each party shall do everything in its power that is necessary and reasonable to mitigate the extent of the consequences caused by the force majeure. The contracting party affected by the force majeure shall notify the other contracting party in writing without delay of the beginning and end of the impediment.

17 Data protection

17.1 The contracting parties shall ensure compliance with the statutory provisions on data protection, in particular the obligation of employees to maintain confidentiality and compliance with the requirements of the European General Data Protection Regulation (GDPR EU 2016/679).

17.2 Our data protection information is available at www.ohmex.de/datenschutzhinweise/

18 Place of jurisdiction

18.1 The place of jurisdiction for all disputes arising from the business relationship between OhmEx GmbH and the client is exclusively the registered office of OhmEx GmbH. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.

18.2 German law applies to the contractual relationships, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.

18.3 The language of negotiation is German. In the event of differing interpretations of the above texts in German and English, the German version shall prevail.

18.4 Insofar as the contract or these General Terms and Conditions contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the loopholes.

Großwallstadt, January 2026