

General Terms and Conditions of Sale

These General Terms and Conditions of Sale (hereinafter referred to as “GTC”) form an integral part of Rain’s offers and order confirmations. Any terms and conditions of purchase of the purchaser deviating from or conflicting with these GTC are hereby expressly rejected and shall not apply.

1. General Information and Scope

- 1.1. These GTC apply exclusively to businesses, legal entities governed by public law or special public-law funds within the meaning of Section 310 (1) of the German Civil Code (BGB). The GTC apply to all contracts under which Rain provides deliveries of goods or services against payment. These GTC shall apply unless Rain expressly agrees in writing to any deviations or terms and conditions of the Contractual Partner.
- 1.2. These Terms and Conditions of Sale shall also apply to all future transactions between the contracting parties without the need for renewed reference, provided that such transactions are of a related legal nature. This shall also apply if the Contractual Partner only became aware of these terms and conditions after conclusion of the contract during the first transaction.
- 1.3. Rights and obligations, in particular claims arising from the business relationship with Rain, may not be assigned to third parties without Rain’s prior written consent.
- 1.4. For deliveries and services outside the Federal Republic of Germany, Sections 1.5, 4.6 and 12.5 shall also apply.
- 1.5. The current INCOTERMS® 2020 of the International Chamber of Commerce (ICC) shall apply, provided they do not conflict with these GTC or any written agreements

2. Non-binding offers, offer and acceptance

- 2.1. Rain's offers are subject to change. Orders placed by the Contractual Partner shall become binding upon Rain only upon written confirmation, including confirmation by invoice or delivery note. Any changes to orders requested by the Contractual Partner after Rain’s written confirmation shall entitle Rain to charge a reasonable flat fee for expenses incurred.
- 2.2. Unless otherwise agreed in writing, samples of Rain’s products serve solely as indicative samples of the properties of the goods.
- 2.3. Any advice or information provided by Rain is given to the best of its knowledge and without any warranty or liability. Such advice does not replace the Contractual Partner’s obligation to conduct its own suitability tests of the delivered goods and to comply with applicable processing instructions.
- 2.4. Rain reserves all ownership rights and copyrights to offers, illustrations, drawings, calculations and other documents. Such documents may not be disclosed or made accessible to third parties without Rain’s prior written consent.

3. Delivery of goods

- 3.1. Rain reserves the right to determine the place of delivery. Deliveries shall be made subject to Rain’s delivery capabilities.
- 3.2. Delivery dates are approximate only unless expressly confirmed as binding by Rain in writing.
- 3.3. Where a binding delivery date has been expressly agreed, the Contractual Partner must grant Rain a reasonable grace period in the event of a delay. Rain reserves the right to ensure proper and timely delivery of its own products.
- 3.4. The delivery date shall be the date on which the goods leave the factory or warehouse; if such date cannot be determined, it shall be the date on which the goods are made available to the purchaser. Partial deliveries and reasonable partial invoicing are permitted.
- 3.5. Events of force majeure, including but not limited to strikes, lockouts, governmental orders, epidemics or pandemics, energy shortages, supply chain disruptions, operational disruptions or distribution disruptions at Rain or its suppliers, for which Rain is not responsible and which demonstrably affect the performance of contractual obligations, shall entitle Rain to postpone

delivery or performance for a reasonable period or to withdraw from the contract in whole or in part with respect to the unfulfilled obligations.

- 3.6. Rain shall notify the Contractual Partner of the commencement and end of such impediments without undue delay. Upon request, the Contractual Partner may demand a declaration from Rain as to whether Rain intends to withdraw from the contract or to deliver within a reasonable period.

4. Shipping, transfer of risk, and place of performance

- 4.1. All shipments, wagons, drums and other containers and packaging shall be at the Contractual Partner's risk from the time the goods are dispatched, even if freight costs or other transport expenses are borne or advanced by Rain as agreed, and in particular where the Contractual Partner collects the goods. In individual cases, deviating INCOTERMS shall take precedence over this provision.
- 4.2. Rain shall determine the mode and route of shipment without guaranteeing the cheapest freight rate, full utilization of load capacity or the use of specific wagons or container sizes. The Contractual Partner's requests shall be considered as far as reasonably possible and at its own expense, in particular with regard to transport insurance.
- 4.3. Acceptance of the shipment without objection by the carrier shall exclude any liability of Rain for improper packaging or loading, as well as for weight loss or damage incurred during transport.
- 4.4. Any increases in freight rates after conclusion of the contract, as well as additional costs for diversion, storage or similar costs shall be borne by the Contractual Partner, unless carriage paid delivery has been agreed.
- 4.5. The place of performance for deliveries or services shall be, without prejudice to Rain's security interests, Rain's respective delivery point; the place of performance for payments shall be Rain's invoicing office.
- 4.6. Deliveries under INCOTERMS shall not affect the provision under Section 4.4.

5. Packaging, means of transport, load securing equipment, pallets, etc.

- 5.1. The Contracting Party's means of transport and shipping containers must be delivered to Rain's designated delivery point in good time and free of charge, in a clean and fillable condition, with prior notice to Rain. Rain is not obliged to inspect, clean or repair such items but shall be entitled to do so at the Contractual Partner's expense.
- 5.2. Packaging provided by Rain on a loan or rental basis must be completely emptied without delay and returned to Rain free of charge to the respective delivery point in a clean and undamaged condition, using the original markings and identification numbers. Any necessary cleaning costs shall be borne by the Contractual Partner. The Contractual Partner shall not use Rain's loaned or rented containers for its own business purposes or provide them to third parties. The Contractual Partner shall be liable for any damage to or loss of such items irrespective of fault, including force majeure. In the event of damage, Rain may demand reimbursement of repair costs or payment of replacement value; in the event of loss, the replacement value shall be charged.

For containers leased on a rental basis, the Contractual Partner shall continue to pay the agreed rental fees until compensation for damages has been settled.

6. Warranty, Liability, and Default

- 6.1. In order to assert any warranty claims, the Contractual Partner must duly comply with its statutory inspection and notification obligations. Complaints regarding quality or quantity must be submitted to Rain immediately, and at the latest within eight (8) days after receipt of the goods, stating the order date, invoice number and shipping number. Complaints may only be asserted if the goods are available in an unchanged condition and in their original packaging. In the event of a justified complaint, Rain shall, at its discretion, remedy the defect by replacement delivery or price reduction.
- 6.2. Claims for defects shall become time-barred twelve (12) months after delivery of the goods to the Contractual Partner, unless longer statutory limitation periods apply. Any return of goods

- requires Rain's prior consent.
- 6.3. Offsetting and the assertion of rights of retention against claims of Rain are excluded. If the Contractual Partner is in default with any payment obligation or if there are justified doubts as to its solvency (e.g. suspension of payments), Rain shall be entitled to suspend deliveries and to demand immediate fulfillment of all outstanding claims and reasonable default interest.
 - 6.4. If, despite due care, the delivered goods exhibit a defect existing at the time of transfer of risk, Rain shall remedy the defect or deliver replacement goods, subject to timely notice. Rain must always be granted a reasonable opportunity for subsequent performance.
 - 6.5. If subsequent performance fails, the Contractual Partner may, without prejudice to claims for damages under the following provisions, withdraw from the contract or reduce the remuneration.
 - 6.6. No claims for defects shall exist in the case of insignificant deviations from the agreed quality, insignificant impairment of usability, natural wear and tear, or damage arising after transfer of risk due to improper or negligent handling, excessive use, unsuitable operating materials or special external influences not assumed under the contract.
 - 6.7. No claims for defects shall exist where improper modifications are made by the Contractual Partner or third parties and for any resulting consequences.
 - 6.8. Claims for reimbursement of expenses incurred for subsequent performance, in particular transport, travel, labor or material costs, are excluded where such expenses increase because the delivered goods have been relocated to a location other than the Contractual Partner's branch office, unless such relocation corresponds to the intended use.
 - 6.9. Rain shall be liable without limitation in accordance with statutory provisions for damage to life, body or health resulting from negligent or intentional breaches of duty by Rain, its legal representatives or vicarious agents. Rain shall be liable for other damages in accordance with statutory provisions where such damages are caused by intentional or grossly negligent breaches of duty or fraudulent intent. In such cases, liability shall be limited to foreseeable, typical damages unless intent is established.
 - 6.10. Rain shall also be liable for damages caused by simple negligence where such negligence relates to the breach of material contractual obligations. In such cases, liability shall be limited to foreseeable damages typical for the contract. Any further liability, in particular for loss of production, loss of profit or other indirect or consequential damages, is excluded unless mandatory liability under the Product Liability Act applies.

7. Prices and payment terms

- 7.1. The purchase price shall apply ex works unless otherwise agreed.
- 7.2. Prices are calculated based on the weight and quantity of the goods as determined at Rain's factory.
- 7.3. Changes in Rain's list prices or freight charges, taxes, customs duties, levies or other cost components underlying the price calculation, as well as the occurrence of special charges between submission of the offer and delivery, shall entitle Rain to adjust prices accordingly.
- 7.4. Prices, rents and other fees are exclusive of value added tax, which shall be charged additionally at the applicable statutory rate.
- 7.5. Withholding of payments or offsetting against disputed or not legally established claims by the Contractual Partner is excluded.
- 7.6. In the event of default of payment, interest shall accrue at a rate of nine (9) percentage points above the applicable base interest rate per annum. In addition, a flat-rate default charge of EUR 40 shall be payable pursuant to Section 288 (5) BGB. Rain reserves the right to claim higher damages caused by default. Payments shall be deemed made only once Rain has unrestricted access to the amount
- 7.7. Bills of exchange shall not be accepted.
- 7.8. If the Contractual Partner's solvency deteriorates, Rain may withdraw from the contract, demand advance payment or security, and declare all outstanding claims immediately due.
- 7.9. Unless otherwise agreed, payments shall be made without deduction no later than the 15th day of the month following the month of delivery (date of dispatch from the delivery plant).

- 7.10. After this date, the Contractual Partner shall be in default without the need for a reminder. Rain shall be entitled to claim default-related costs and to suspend further deliveries.
- 7.11. In addition, Rain is entitled to suspend any further deliveries.
- 7.12. All prices are exclusive of statutory value added tax. The Contractual Partner shall bear all taxes, duties and charges incurred in connection with the purchase and delivery of the goods.
- 7.13. Unless otherwise agreed under the applicable INCOTERMS, the Contractual Partner shall be responsible for all customs duties, import duties and fees in the country of destination. Rain shall not be responsible for customs clearance or payment of import duties.
- 7.14. Where the Contractual Partner is entitled to tax exemptions, appropriate evidence must be provided to Rain in good time prior to delivery. Otherwise, statutory value added tax shall be charged.

8. Retention of title

- 8.1. Goods delivered by Rain shall remain the property of Rain until full settlement of all claims arising from the business relationship, including any current account balance. This shall also apply to future deliveries even if not expressly stated. Acceptance of checks shall not constitute transfer of ownership until redemption.
- 8.2. Retention of title shall extend to goods that are resold, processed, transformed, combined or mixed. Rain shall acquire co-ownership in the new item in proportion to the value of its goods.
- 8.3. Where Rain's ownership expires through processing or transformation, the Contractual Partner hereby assigns its proportional ownership rights in the new item to Rain and shall store such item for Rain free of charge. Processing shall be deemed to be carried out on behalf of Rain
- 8.4. Upon resale of the goods or resulting products, the Contractual Partner hereby assigns to Rain, in advance, its claims against purchasers in the amount corresponding to Rain's invoice value, including claims arising in insolvency proceedings. Rain hereby accepts such assignment.
- 8.5. Rain is entitled to collect the assigned claims. Upon request, the Contractual Partner shall provide all necessary information and assistance for collection.
- 8.6. The Contractual Partner shall not pledge or assign the retained goods as security. It shall notify Rain immediately of any seizure or third-party access and insure the goods adequately. Proof of insurance shall be provided upon request
- 8.7. The right of disposal shall expire automatically upon suspension of payments or initiation of insolvency proceedings.

9. Data protection

- 9.1. Rain processes personal data exclusively in compliance with statutory data protection provisions and for contractual performance. Data shall be stored only as long as necessary or required by law.
- 9.2. Personal data shall be disclosed to third parties only where necessary for contract performance or with consent, or where legally required.
- 9.3. The Contractual Partner may request information, correction or deletion of stored personal data, subject to statutory retention obligations.
- 9.4. Rain implements appropriate technical and organizational measures to protect personal data.

10. Export control, foreign trade law, export clearance, and supply chain security

- 10.1. The Contractual Partner shall comply with all applicable national and international export control regulations, including EU and US laws.
- 10.2. The Contractual Partner is responsible for obtaining all required export licenses and permits. Rain is not obligated to deliver where such permits are unavailable.
- 10.3. Export clearance, documentation and related fees shall be the Contractual Partner's responsibility.
- 10.4. The Contractual Partner shall ensure supply chain security and lawful use of the goods and shall notify Rain immediately of any potential misuse.

11. Restrictions on international trade

- 11.1. Neither the Contractual Partner nor any of its subsidiaries, directors, officers, employees, agents, or affiliates of the Contractual Partner or any of its subsidiaries is a natural or legal person (for the purposes of this section, a "Person") owned or controlled by persons who: (i) is subject to sanctions administered or enforced by the German government, the European Union, the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, Her Majesty's Treasury, or any other relevant sanctions authority (collectively, "Sanctions"); or (ii) are located, organized, or resident in a country or territory that is subject to sanctions (including, but not limited to, the Crimea region of Ukraine, Cuba, Iran, North Korea, and Syria).
- 11.2. The Contracting Party shall ensure that all applicable economic sanctions and export control regulations (by the Contracting Party and all its affiliated companies (including its representatives and subcontractors)) are strictly complied with. No provision of these GTC shall be construed or applied to require any party to do or refrain from doing anything that would constitute a violation of economic sanctions or export control regulations applicable to any party to the transaction.
- 11.3. Rain shall be entitled to terminate the business relationship at any time and without liability or continuing obligation to the Contractual Partner if the Contractual Partner becomes a sanctioned party, so that it is unlawful or otherwise sanctionable to conduct business with the Contractual Partner, or if other applicable sanctions make it unlawful or sanctionable to fulfill the obligations under these GTC.
- 11.4. The Contracting Party hereby agrees to provide Rain, upon request, with all documents relating to compliance with international trade sanctions (in particular evidence of corporate structure and ownership, information on goods, and banking and payment information) without delay.

12. Applicable law and place of jurisdiction

- 12.1. The place of jurisdiction shall be either Rain's registered office or the general place of jurisdiction of the Contractual Partner, at Rain's discretion.
- 12.2. German law applies exclusively.
- 12.3. Rain is free to demand the application of the foreign law applicable to the Contractual Partner and to bring the matter before the court with jurisdiction over the Contractual Partner.
- 12.4. The applicability of the Uniform Law on the International Sale of Goods of July 17, 1973, and the UN Convention on Contracts for the International Sale of Goods of April 11, 1980, is expressly excluded.
- 12.5. Standard commercial clauses shall be interpreted in accordance with the applicable INCOTERMS.

13. Sustainability and due diligence in the supply chain

The Contractual Partner undertakes to comply with the obligations under the Supply Chain Due Diligence Act (LkSG), where applicable, and to maintain appropriate risk management, prevention and remedial measures, and a complaints procedure. In addition, the requirements of the EU Corporate Sustainability Due Diligence Directive (CSDDD; Directive (EU) 2024/1760) shall be taken into account; in this respect, Rain reserves the right to request appropriate information to fulfill its due diligence obligations (e.g., risk analyses, policy statements, reports).