

General Terms and Conditions of Sale and Delivery of Roland Meinl Musikinstrumente GmbH & Co. KG

§ 1 Scope of application, validity

- (1) The following terms and conditions of sale, delivery and payment, hereinafter referred to as "Terms and Conditions of Sale", apply to all offers, deliveries and contracts of Roland Meinl Musikinstrumente GmbH & Co. KG, Musik-Meinl-Straße 1, 91468 Gutenstetten, hereinafter referred to as "Meinl", vis-à-vis with customers. However, the following terms and conditions of sale apply exclusively to companies, legal entities under public law and special funds under public law.
- (2) The terms and conditions of sale apply in particular to contracts for the sale and/or delivery of a movable item, hereinafter referred to as "product", regardless of whether Meinl manufactures the product itself or purchases it from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, these terms and conditions of sale in the version valid at the time of the customer's order or, in any case, in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts, without Meinl having to refer to them again in each individual case.
- (3) These terms and conditions of sale apply exclusively. Conflicting terms and conditions of the customer are rejected. Deviating terms and conditions of the customer shall not become part of the contract, unless they are confirmed by Meinl in writing. Meinl's terms and conditions of sale shall also apply if Meinl carries out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these terms and conditions of sale.
- (4) Individual agreements, in particular information in Meinl's order confirmation, shall take precedence over the provisions of these Terms and Conditions of Sale. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- (5) Legally relevant declarations and notifications by the customer with regard to a concluded contract, in particular the setting of a deadline, notification of defects, withdrawal or reduction, must be made in writing. Written form within the meaning of these terms and conditions of sale includes written and text form by letter, e-mail and fax. Legal formal requirements and further evidence requirements, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.
- (6) References to the applicability of statutory provisions are for clarification purposes only. Therefore, even without such clarification, the statutory provisions shall apply, unless they are directly amended or expressly excluded in these Terms and Conditions of Sale.

§ 2 Conclusion of contract, content of contract, withdrawal

- (1) Offers from Meinl are always subject to change and non-binding. Only the order of a product by the customer is considered a binding contract offer. A contract is concluded solely by the written order confirmation by Meinl or by the execution of the order. Meinl is entitled to accept the customer's contract offer within 21 days of its receipt by Meinl.
- (2) Meinl reserves the right to make technical and design deviations from descriptions and information in brochures, offers and written documents as well as changes in performance, design and materials in the course of technical progress, without the customer being able to derive any rights from this. Information about the respective product (technical data, dimensions, etc.) is only approximate; they are not a guaranteed quality unless the guarantee is expressly stated in writing.
- (3) Within the framework of the statutory provisions, the customer may only withdraw from the contract if Meinl is responsible for a breach of contract. In the event of defects, however, the statutory requirements for withdrawal shall apply instead of the preceding sentence. In the event of breaches of duty, the customer must declare within a reasonable period after Meinl's request whether he will withdraw from the contract due to the breach of contract or insist on performance. A free right of termination of the customer, in particular according to §§ 650, 648 BGB, is excluded.

§ 3 Delivery time, delay in delivery, force majeure

- (1) The scope of the delivery shall be determined by Meinl's written order confirmation.
- (2) The delivery times correspond to the information provided by the commissioned freight forwarder. A binding delivery date is only validly agreed if it has been expressly promised in writing by Meinl.
- (3) In the event of delivery difficulties, for whatever reason, such as raw material or production shortages, delays in delivery at suppliers or customs, and export restrictions, Meinl will inform the customer of

these in good time. In these cases, Meinl may refuse to accept an order or, in the case of orders that have already been accepted, supply the customer on a pro rata basis.

- (4) If Meinl is unable to meet binding delivery deadlines for reasons for which Meinl is not responsible (non-availability), Meinl will inform the customer of this immediately and at the same time inform him of the expected new delivery deadline. If the non-availability continues within the new delivery period, Meinl is entitled to withdraw from the contract in whole or in part; any consideration already provided by the customer will be reimbursed by Meinl without delay. Non-availability exists, for example, in the event of late self-delivery by Meinl's supplier, if Meinl has concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure or if Meinl is not obliged to procure in individual cases.
- (5) The occurrence of a delay in delivery at Meinl shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the customer is required. If Meinl is in default of delivery, the customer may demand lump-sum compensation for his damage caused by the delay. The lump-sum compensation amounts to 0.5% of the net price (delivery value) for each completed calendar week of delay, but not more than a total of 5% of the delivery value of the product delivered late. Meinl reserves the right to prove that the customer has suffered no damage at all or only significantly less damage than the above lump sum.
- (6) Delays in delivery/performance due to force majeure and due to events that make delivery significantly more difficult or impossible for Meinl – these include, but are not limited to, strikes or lockouts at Meinl or at Meinl's suppliers, forces of nature, pandemics, epidemics, specific or general official orders, export restrictions, operational disruptions, shortages of raw materials, interruption of supply chains, failure of an important work piece, etc. – Meinl is not responsible, even in the case of bindingly agreed delivery periods and delivery dates. They do not entitle the customer to withdraw from concluded contracts or to claim damages due to delay unless the delay lasts longer than four months. If this deadline is exceeded, the customer is entitled, after setting a reasonable unsuccessful grace period for Meinl, to withdraw from the contract due to the part that has not yet been fulfilled, without Meinl being obliged to pay damages.
- (5) Reasonable partial deliveries are permitted.

§ 4 Place of delivery, place of performance, transfer of risk

- (1) Delivery shall be made EXW Gutenstetten. The place of performance for the delivery as well as any subsequent performance is Gutenstetten. At the request of the customer, the product will be shipped to another destination (sale by delivery to a place other than the place of performance).
- (2) The risk of accidental loss or accidental damage shall pass to the customer upon collection upon handover to the customer, in the case of shipment upon handover to the forwarding agent, carrier or other person designated to carry out the shipment. This also applies if Meinl assumes further services, in particular shipping costs. The handover shall be deemed to have taken place if the customer is in default of acceptance.

§ 5 Dispatch, Default of Acceptance

- (1) Unless otherwise agreed, shipment shall be made by the shipping route chosen by Meinl. In principle, the shipping costs must be borne by the customer.
- (2) If the customer wishes the product to be sent as express goods or quick parcels, the costs shall be borne by the customer.
- (3) If the customer is in default of acceptance, fails to cooperate or delays delivery by Meinl for other reasons for which the customer is responsible, Meinl shall be entitled to demand compensation for the resulting damage, including additional expenses, in particular storage costs. For this purpose, Meinl will charge a lump-sum compensation of 0.5% per calendar week, starting with the delivery period or – in the absence of a delivery period – with the notification of readiness for dispatch of the product, up to a maximum of a total of 5% or 10% in the event of final non-acceptance. The proof of higher damages and the legal claims of Meinl, in particular reimbursement of additional expenses, appropriate compensation and termination, remain unaffected; however, the lump sum is to be offset against further monetary claims. The customer shall be entitled to prove that Meinl has suffered no damage at all or only significantly less damage than the above lump sum.

§ 6 Prices

- (1) The prices printed by Meinl in catalogues, brochures and sales price lists, also referred to as gross prices, are recommended retail prices.

The invoiced prices are net prices, which can be seen from the respective special offers and purchase price lists.

- (2) The customer may only offset claims that are undisputed or have been legally established. The assertion of rights of refusal of performance and retention is limited to the same legal relationship.
- (3) All prices are EXW Gutenstetten excluding freight, transport and packaging. In the case of sale by delivery to a place other than the place of performance, unless otherwise agreed, the customer shall bear the transport costs EXW, the costs of any transport insurance requested by the customer as well as any customs duties, fees, taxes and other public charges.
- (4) In principle, the applicable prices on the day of delivery/invoicing shall apply. In addition to the net prices, value added tax is added as applicable.

§ 7 Terms of payment

- (1) Invoices from Meinl are payable within 10 days of invoicing without deduction. A discount agreement requires a separate and separate agreement.
- (2) The customer is in default of payment 30 days after the due date and receipt of an invoice. In the event of default, Meinl shall be entitled to interest on arrears at a rate of 9% above the base interest rate from the due date, subject to proof of further damage caused by default. All reminder and collection costs are to be reimbursed to Meinl. With respect to merchants, Meinl's claim to the commercial maturity interest as applicable remains unaffected.
- (3) Meinl may refuse to accept an order or demand reinforcement of collateral for obligations of the customer or withdraw from the contract without setting a deadline, taking into account the expenses incurred, if due to circumstances that have subsequently occurred or become known, such as false information about creditworthiness, enforcement measures, summons to or performance of an affidavit, total maturity of the payment obligations due to late payment, repeated chargebacks, application for the opening of insolvency proceedings or other findings that mean a deterioration or imminent deterioration, the risk situation changes. Payment agreements that have already been made are then no longer valid.
- (4) The receipt of the payment amount is always and only made if Meinl can dispose of the amount without restriction.

§ 8 Retention of title

To the extent permitted by mandatory statutory law, the following provisions on the retention of title apply:

- (1) Ownership of each delivered product shall remain reserved until payment of all liabilities of the customer arising from the business relationship with Meinl existing at the time of conclusion of the contract. The customer undertakes to treat the delivered product with care during the existence of the retention of title and to use it only as intended.
- (2) During this period, resale is only permitted to resellers and only in the ordinary course of business. In the event of the resale of the product, the customer hereby assigns the claims from the resale to Meinl; Meinl accepts the respective assignment. The customer remains entitled to collect the claim. Meinl's right to collect the claim remains unaffected. However, Meinl undertakes not to collect the receivables as long as the customer meets his payment obligations. Insofar as Meinl is allowed to collect the claim in accordance with the above provisions, the customer is obliged, at Meinl's request, to surrender all information and documents required for the collection of the claim by Meinl and to notify the third-party debtor of the assignment of the claim.
- (3) In the event of seizure, debt arrest or imminent order of sequestration or insolvency, the customer must notify Meinl immediately in writing. Furthermore, the customer undertakes to secure the reserved property from access by third parties, to prevent it from being taken away or, if necessary, to bring about its separation. In the event of failure to provide this immediately written information, the customer or, in the case of legal entities, the legal representative, shall be personally liable for the resulting damage to Meinl in accordance with the statutory provisions.
- (4) In the event of an application for insolvency concerning the customer, Meinl hereby prohibits the resale of the product delivered under retention of title and the authorization to collect the claims. This also applies to the resale and debt collection by the insolvency administrator.
- (5) In the event of breaches of duty on the part of the customer, in particular in the event of default in payment, Meinl shall be entitled – after the unsuccessful expiry of a reasonable deadline set for the customer to perform – to withdraw from the contract and demand the return of the delivered products. In this case, the customer hereby permits Meinl to enter its business premises at any time in order to take possession of the goods subject to retention of title. Should the

taking of possession of the products fail, Meinl shall be entitled to continue to assert the purchase price plus any claims for damages against the customer.

- (6) Loss, damage, seizure of or other interventions by third parties in the products subject to retention of title or the seizure of the assigned claims must be reported to Meinl immediately.
- (7) Meinl undertakes to release the securities at the request of the customer if the realisable value exceeds the claims to be secured by more than 10%. Meinl is responsible for selecting the securities to be released.

§ 9 Customer rights in case of defects

- (1) The statutory provisions shall apply to the rights of the customer in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below. In all cases, the statutory provisions on the purchase of consumer goods and the rights of the customer from separately issued guarantees, in particular those of the manufacturer, remain unaffected.
- (2) The basis for Meinl's liability for defects is, above all, the agreement made on the quality and presumed use of the product (including accessories and instructions). In this sense, all product descriptions and manufacturer's specifications which are the subject of the individual contract, or which were publicly announced by Meinl, in particular in catalogues or on Meinl's Internet homepage, at the time of the conclusion of the contract shall be deemed to be quality agreements. Insofar as the quality has not been agreed, it is to be assessed in accordance with the statutory provision whether a defect exists or not. Public statements made by the manufacturer or on his behalf, in particular in advertising or on the label of the product, take precedence over statements made by other third parties.
- (3) In the case of goods with digital elements or other digital content, Meinl owes a provision and, if necessary, an update of the digital content only insofar as this expressly results from a quality agreement in accordance with § 9 (2). In this respect, Meinl assumes no liability for public statements made by the manufacturer and other third parties.
- (4) Meinl is not liable for defects that the customer is aware of at the time of conclusion of the contract or is not aware of due to gross negligence. Furthermore, the customer's claims for defects require that he has complied with his inspection obligations and notification obligations. In the case of building materials and other goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later point in time, Meinl must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 10 working days of delivery and defects not recognizable during the inspection within the same period from discovery. If the customer fails to properly inspect and/or report defects, Meinl's liability for the defect not reported or not reported in time or not reported properly is excluded in accordance with the statutory provisions. In the case of a product intended for installation, attachment or installation, this shall also apply if, as a result of the breach, of one of these obligations, the defect only became apparent after the corresponding processing; in this case, in particular, there are no claims on the part of the customer for reimbursement of corresponding costs, in particular of removal and installation costs.
- (5) If the delivered product is defective, Meinl can choose whether Meinl provides subsequent performance by remedying the defect (rectification) or by delivering a defect-free product (replacement delivery). If the type of supplementary performance chosen by Meinl is unreasonable for the customer in the individual case, the customer may declare rejection. Meinl's right to refuse subsequent performance under the statutory conditions remains unaffected.
- (6) Meinl is entitled to make subsequent performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a reasonable part of the purchase price in relation to the defect.
- (7) The customer must give Meinl the time and opportunity required for subsequent performance as owed, in particular must hand over the rejected product for inspection purposes. In the event of a replacement delivery, the customer must return the defective product to Meinl at Meinl's request in accordance with the statutory provisions; however, the customer is not entitled to a return. The supplementary performance does not include the dismantling, removal or deinstallation of the defective product or the installation, attachment or installation of a defect-free product if Meinl was not originally obligated to provide these services; claims of the customer for reimbursement of

corresponding costs ("removal and installation costs") remain unaffected.

- (8) Meinl shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these Terms and Conditions of Sale, if a defect actually exists. Otherwise, Meinl may demand reimbursement from the customer for the costs incurred as a result of the unjustified request to remedy the defect if the customer knew or could have recognised that there was actually no defect.
- (9) In urgent cases, in particular in the event of a threat to operational safety or to avert disproportionate damage, the customer has the right to remedy the defect himself and to demand reimbursement from Meinl for the objectively necessary expenses. Meinl must be notified of such self-remedy immediately, if possible in advance. This right of self-remedy of the customer does not exist if Meinl would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.
- (10) If a reasonable deadline to be set by the customer for subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal. The customer may claim damages according to the stipulations of sec. 11 of these General Terms and Conditions of Sale.
- (11) Claims of the customer for reimbursement of expenses towards his customer are excluded, unless the last contract in the supply chain is a purchase of consumer goods or a consumer contract for the provision of digital products. Claims of the customer for damages or reimbursement of futile expenses exist even in the case of defects in the product only in accordance with the following §§ 11 and 12 of these terms and conditions of sale.

§ 11 Liability

- (1) Meinl shall be liable for intent and gross negligence as well as in the case of fraudulent intent without limitation in accordance with statutory provisions. In the event of simple negligence, Meinl's liability shall be limited to the foreseeable damage typical for the contract and only insofar as an obligation is violated, the fulfillment of which is essential for the proper execution of the contract and on whose observance the customer regularly relies and may rely.
- (2) Regardless of the reason for the claim, Meinl does not assume any further liability.
- (3) The above limitations and exclusions of liability do not apply (i) to claims for damages resulting from injury to life, limb or health, (ii) to claims under the Product Liability Act, (iii) insofar as a defect has been fraudulently concealed, or (iv) a guarantee for the quality of the goods has been assumed.
- (4) Insofar as Meinl's liability is limited or excluded, this shall also apply to third parties, and Meinl's liability for breaches of duty by Meinl's vicarious agents and vicarious agents shall also be limited or excluded.

§ 12 Statute of limitations

- (1) The limitation period for claims and rights due to defects in the deliveries of the products – regardless of the legal reason – is one year, unless mandatory applicable requires a longer limitation period,

whereas in such a case the limitation period shall be the shortest as permitted by mandatory applicable law.

- (2) The statute of limitations of sec. 12 (1) shall also apply to all claims for damages by the customer against Meinl which are related to a defect, regardless of the legal basis of the claim for damages. Insofar as there are claims for damages against Meinl that are not related to a defect, a one-year limitation period shall apply to Meinl, regardless of their legal basis.
- (3) However, the limitation periods specified in sec. 12 (1) and sec. 12 (2) above shall apply with the following proviso:
 - a) The limitation periods shall not apply in the event of intent, fraudulent concealment of a defect or the assumption of a guarantee for the quality of the products,
 - b) In addition, the limitation periods do not apply to claims for damages
 - i. in the event of a grossly negligent breach of duty,
 - ii. in the event of a culpable breach of essential contractual obligations that does not consist in the delivery of a defective product,
 - iii. not in cases of culpably caused injury to life, limb or health, and not
 - iv. in the event of claims under the Product Liability Act.
 - c) The limitation periods for claims for damages shall also apply to the reimbursement of futile expenses.
- (4) Each limitation period begins with the delivery of the respective product in the case of all claims for damages by the customer in connection with the delivery of a product.
- (5) Unless expressly stipulated otherwise, the statutory provisions on the commencement of the limitation period, the suspension of expiry, the suspension and the recommencement of periods shall remain unaffected.

§ 13 Data storage

The customer undertakes not to pass on the data arising within the scope of the business relationship to unauthorized third parties and to protect and store them securely against access and misuse by unauthorized persons.

§ 14 Choice of law / place of jurisdiction

- (1) The laws of the Federal Republic of Germany apply exclusively; the applicability of the UN Convention on Contracts for the International Sale of Goods and the norms of the German international conflict of laws are excluded.
- (2) If the customer is a merchant, the exclusive place of jurisdiction is Neustadt a. d. Aisch. However, Meinl is entitled, at its discretion, to sue at the customer's registered office.

Gutenstetten, 01/01/2024

I/We herewith confirm the receipt of the above General Terms and Conditions of Roland Meinl Musikinstrumente GmbH & Co. KG, Gutenstetten. We took knowledge of their content and give our consent, that these Conditions shall be made part of all offers, deliveries and contracts of MEINL

company name in BLOCK LETTERS

name of the signatory in BLOCK LETTERS

place, date

signature