

## General Terms of Sales

### RO-RA Aviation Systems GmbH

as of October 2025

#### 1. Scope, General Provisions

1.1 These General Terms and Conditions of Sale and Delivery (GTC) of RO-RA Aviation Systems GmbH ("we/us") apply exclusively to entrepreneurs, i.e.

- natural or legal persons who purchase the goods or services for commercial or professional use, and
- are subject to public law or special funds under public law.

1.2 The GTC apply exclusively to the business relationship with our customers, including for information and advice. If our GTC have been introduced into the business relationship with the customer, they shall also apply to all further business relationships between the customer and us, unless otherwise expressly agreed.

1.3 Deviating general terms and conditions of the buyer and/or purchaser – hereinafter referred to as "**Customer(s)**" – shall only apply if and insofar as we have expressly accepted them; otherwise, they are deemed rejected. Our silence regarding such deviating general terms and conditions shall not constitute recognition or consent, even for future contracts.

1.4 Our General Terms and Conditions shall apply superseding any General Terms and Conditions of the Customer, in particular the Customer's Terms and Conditions of Purchase, even if these Terms and Conditions of Purchase stipulate that acceptance of the order constitutes unconditional acceptance of the Terms and Conditions of Purchase, or if we deliver after the Customer has referred to the validity of its General Terms and Conditions of Purchase, unless we have expressly waived the validity of our General Terms and Conditions vis-à-vis the Customer. The exclusion of the Customer's General Terms and Conditions shall also apply if such do not contain any separate provisions on individual points of our General Terms and Conditions.

1.5 If framework agreements or other contracts have been concluded with the customer, these shall take precedence over these General Terms and Conditions. Unless more specific provisions have been agreed, they shall be supplemented by these General Terms and Conditions.

1.6 Where reference is made below to claims for damages, this shall also include claims for reimbursement of expenses.

#### 2. Information / Explanations / Characteristics of the Products and Services / Cooperation of the Customer

2.1 Information and explanations regarding our products and services provided by us or our sales agents are based exclusively on our previous experience. They do not constitute any agreements as to quality or guarantee with regard to our products. The values stated here are to be regarded as average values for our products.

2.2 Insofar as we provide application or installation instructions, these are compiled with the care customary in the industry, but do not release our customers from their obligation to carefully check the products with regard to their suitability for the purpose intended by them and the trouble-free implementation of our instructions. The same applies to information provided by us regarding import, customs, and/or approval regulations.

Unless otherwise expressly agreed with us, the Customer remains responsible for checking the suitability of our products and/or services for their intended use and for complying with the applicable import, customs, and/or approval regulations, import, and export regulations.

2.3 We shall only assume a duty to provide advice in an express, separate consulting agreement.

2.4 A no-fault guarantee shall only be deemed to have been assumed by us if we have designated a characteristic and/or a performance result as "legally guaranteed" in writing.

2.5 We do not assume any liability for the usability and/or registrability and/or marketability of our products or services for the purpose intended by the customer or in the country of use intended by the customer, except in cases of mandatory liability under law, unless we have expressly agreed otherwise with the customer. The provision in Section 11 remains unaffected.

2.6 The customer is obliged to provide all necessary cooperation from its sphere in a timely and complete manner free of charge so that we can perform our services in accordance with the contract, in particular to provide us with all information and data required for the performance of the services in a timely and complete manner as an essential obligation of cooperation.

**2.7 Even if the UN Convention on Contracts for the International Sale of Goods (CISG) applies, we shall only be liable for culpable conduct on our part or on the part of our vicarious agents.**

#### 3. Sample Copies / Documents and Data Provided / Samples / Cost Estimates

3.1 The properties of samples or test specimens shall only become part of the contract if this has been expressly agreed. The customer is not entitled to use or pass on samples.

If we sell goods to the customer on the basis of a sample or demonstration model, deviations from these are permissible in the delivered goods and do not entitle the customer to make complaints or claims against us, unless otherwise agreed, provided that they do not have a lasting effect on the intended use of the delivered goods, i.e., they do not impair functionality and any agreed specifications are met by the delivered goods and the goods remain suitable for the intended purpose of the contract.

3.2 We reserve all property rights and copyrights to samples, illustrations, images, photos, drawings, data, cost estimates, and other documents relating to our products and services that are disclosed or made available to the Customer. The Customer undertakes not to make the samples, data, drawings, photos, and/or documents listed in the preceding sentence accessible to third parties unless we give our express consent. The Customer must return them to us immediately upon request, at the latest 4 weeks after receipt, unless an order based on them is placed with us. This shall also apply if the retention of the aforementioned items and/or data is not otherwise contractually regulated in favor of the customer. Without our express consent, the Customer is not entitled to reverse engineer samples and/or software provided by us. Corresponding rights granted by law are expressly excluded in this respect.

The provisions of sentences 1 and 2 shall apply mutatis mutandis to documents, drawings, or data provided by the Customer; however, we may make these available to third parties to whom we have legitimately transferred contractual deliveries and/or services with the Customer, or whom we use as vicarious agents or suppliers.

3.3 Our cost estimates are only binding if they are expressly designated as binding and, in the case of purchase contracts, if the contractual relationship is commenced after receipt of the cost estimate by the Customer, but no later than 14 calendar days thereafter.

#### **4. Conclusion of Contract / Obligation to Perform (Scope of Delivery and Services) / Procurement Risk and Warranty**

4.1 Our offers are subject to change unless they are expressly marked as binding or contain expressly binding commitments or the binding nature of the offer has been expressly agreed with the Customer. They constitute an invitation to treat and do not amount to a binding offer on our part.

The Customer is bound to their order as a contract application for 14 calendar days – in the case of electronic orders, 4 working days (in each case at our registered office) – after receipt of the order by us, unless the customer can regularly expect later acceptance. This also applies to repeat orders by the customer.

4.2 A contract shall only come into effect – even in the course of ongoing business transactions – when we confirm the

Customer's order in writing or in text form (i.e. also by fax or email) by means of an order confirmation. In the event of delivery or performance within the Customer's binding period specified in the offer, our order confirmation may be replaced by our delivery or performance, whereby the dispatch of the delivery or performance shall be decisive for compliance with the aforementioned period.

Our order confirmation is only valid on condition that any outstanding payments by the customer have been settled and that a credit check of the Customer carried out by us or on our behalf does not reveal any negative information.

4.3 In the event of call-off orders or customer-related delays in acceptance, we shall be entitled to procure the material or product(s) for the entire order and to manufacture the entire order quantity of agreed delivery items immediately or to cover the entire order quantity. Any change requests by the customer can therefore no longer be taken into account after the order has been placed, unless this has been expressly agreed. In the case of call-off orders without agreement on delivery times, batch sizes and/or acceptance dates, we may demand that the Customer immediately and bindingly specifies such. If the Customer does not comply with our request within two weeks of receipt, we shall be entitled, after setting a two-week grace period for the Customer, to rescind from the part of the contract that has not yet been fulfilled and to claim damages in lieu of performance.

4.4 The Customer must inform us in writing or in text form of any special requirements for our products in good time before conclusion of the contract. However, such information does not extend our contractual obligations and liability.

**4.5 Notwithstanding the statutory provisions under German law of obligations, the delivery item supplied by us shall be free from material defects if it has the characteristics agreed in the contractual specification or, in the absence thereof, the characteristics specified by us in the technical data sheet at the time of conclusion of the contract and is suitable for the contractually agreed purpose. Statutory provisions regarding the performance obligation for accessories and instructions are excluded. The provisions regarding the warranty of characteristics from public statements and advertising as well as the non-binding nature of public statements made by the seller remain unaffected. Further characteristics of the delivery item, in particular (i) the usual quality that the buyer can expect for items of this type, (ii) suitability as required by the contract, (iii) suitability for normal use, and (iv) the quality of a sample or model, are not owed by us unless expressly agreed otherwise.**

**4.6 Unless otherwise expressly agreed, we are only obliged to deliver the ordered products as goods that are suitable for sale and registration in the Federal Republic of Germany.**

4.7 Not applicable

**4.8 We are only obliged to deliver from our own stock. The assumption of a no-fault procurement risk equivalent to a guarantee or a procurement guarantee is not implied merely by our obligation to deliver an item defined only by type.**

**4.9 We shall only assume such a procurement risk by express, separate agreement using the phrase "we assume the procurement risk..."**

4.10 If the acceptance of the products or their shipment or the acceptance of our service is delayed for reasons for which the customer is responsible, we shall be entitled, after setting and expiry of a 14-calendar-day grace period, at our discretion, to demand immediate payment of remuneration or to withdraw from the contract or to refuse performance and to claim damages in lieu of the entire performance. The deadline must be set in writing or in text form. We shall not be required to make further reference to the rights arising from this clause.

In the event of a claim for damages as set out above, the compensation to be paid shall amount to 15% of the net delivery price in the case of purchase contracts or 15% of the agreed net remuneration in the case of service contracts. The Customer reserves the right to prove that the damage was significantly lower (more than 10% lower). The above provisions do not imply a reversal of the burden of proof.

4.11 If the agreed shipment is delayed at the Customer's request or for reasons for which the Customer is responsible, or if the Customer is in default of acceptance, we shall be entitled, starting with the expiry of the reasonable period specified in the notification of readiness for shipment in writing or text form, or upon commencement of the default of acceptance, to store the goods at the Customer's risk for loss and deterioration and to charge the Customer for the storage costs incurred. The stored goods shall only be insured at the express request of the customer. The assertion of further rights remains unaffected. The Customer reserves the right to prove that significantly lower (more than 10% lower) costs have been incurred.

Furthermore, we shall be entitled, after expiry of the aforementioned period in accordance with Section 4.10, sentence 1, to dispose of the contractual goods elsewhere and to deliver to the Customer again within a reasonable period of time (= original delivery period plus 7 calendar days' notice period).

4.12 In the event of a delayed delivery order or call-off on the part of the Customer, we shall be entitled to postpone delivery by the same period as the Customer's delay plus a disposition period of 4 working days at our place of business.

Insofar as a purchase on call has been concluded, the individual call-offs by the customer must, unless otherwise agreed, be received by us at least 52 weeks before the desired delivery date, unless a shorter call-off or delivery period has

been expressly agreed. Unless expressly agreed otherwise, the Customer is obliged to take delivery of the purchased goods in full and evenly over the period agreed for call-offs. If the call-offs are not made in time, we shall be entitled to remind the customer of the call-offs and their scheduling and to set a grace period of 14 calendar days for the call-off and scheduling, which must provide for acceptance within 4 weeks of receipt of our request. If this period expires without result, we shall be entitled to withdraw from the contract or to claim damages in lieu of performance. We are not required to refer again to the rights arising from this clause. Section 4.10 (2) applies accordingly.

4.13 We shall only be obliged to provide user information for our products and a product label in German or, at our discretion, in English, unless expressly agreed otherwise in writing or text form or if we are subject to a different statutory regulation.

4.14 We reserve the right to modify the specifications of the goods to the extent that this is necessary due to mandatory legal requirements and provided that this modification does not result in a deterioration in quality and usability for the contractually agreed purpose. If this is not possible, the contract shall be amended accordingly. If this is not possible or objectively unreasonable for one party, e.g., because the product is no longer usable for the Customer due to the change, or a change is not feasible with our production capacities or sources of supply, both parties shall be entitled to rescind the unfulfilled portion of the contract without compensation.

4.15 We are entitled to make deliveries exceeding or falling short of the agreed delivery quantity by up to 5%.

4.16 We are also entitled to deliver products with customary deviations in quality, dimensions, weight, color, and equipment. Such goods shall be deemed to be in accordance with the contract.

#### **5. Delivery / Place of Performance / Delivery Time / Delayed Delivery / Packaging**

5.1 Binding delivery dates and deadlines must be expressly agreed. In the case of non-binding or approximate (approx., about, etc.) delivery dates and deadlines, we shall endeavor to adhere to them to the best of our ability.

5.2 Delivery and/or service deadlines begin upon receipt of our order confirmation by the customer, in the absence of such confirmation and insofar as the order confirmation is replaced by our delivery/service (see Section 4.2, p. 2 of the General Terms and Conditions), 3 working days at our registered office after receipt of the Customer's order by us and acceptance thereof by us, but not before all details of the execution of the order have been clarified and all other conditions to be fulfilled by the Customer have been met, in

particular agreed advance payments or securities and necessary cooperation by the Customer have been provided in full. The same applies to delivery dates and performance dates. If the Customer has requested changes after placing the order, a new reasonable delivery and/or performance period shall commence upon our confirmation of the change. For the purposes hereof, "reasonable" shall mean a delivery period that corresponds to the original remaining delivery period plus the time required for negotiations with the customer regarding the changes and a disposition period of 14 calendar days.

5.3 In the case of debts to be collected, the delivery date shall be the date of notification of readiness for dispatch, otherwise the date of dispatch of the products, and in the case of debts to be delivered, the date of delivery at the agreed place of delivery. Deliveries and/or services on our part before the expiry of the delivery/performance period are permissible.

We are entitled to make partial deliveries within the delivery period if the partial delivery is usable for the Customer within the scope of the contractual purpose, the delivery of the remaining goods ordered is ensured and the Customer does not incur any significant additional expenses or costs as a result, unless we agree to bear these costs. Additional expenses shall be deemed significant if they exceed 5% of the net remuneration for the contractually owed delivery/service.

5.4 If we are in default of delivery, the Customer must first set us a reasonable grace period of at least 14 calendar days for performance. If this period expires without result, claims for damages for breach of duty — on any legal ground — shall only arise in accordance with the provisions of Section 11.

5.5 *We shall not be in default as long as the Customer is in default with the fulfillment of obligations towards us, including those arising from other contracts.*

5.6 As long as the means of transport to be provided by the Customer are not available for a shipment obligation, we shall not be obliged to deliver, unless we have undertaken to provide the means of transport or a delivery obligation has been agreed. However, we shall be entitled to effect delivery by means of our own or rented means of transport in the case of executable shipment or call-off orders. In this case, the goods shall travel at the Customer's risk.

5.7 If no collection date is specified in the order which we have confirmed or which we are legally obliged to confirm in order for it to become binding, or if acceptance does not take place on the agreed collection date, we shall, at our discretion, ship the contractual goods with a carrier commissioned by us or store the contractual goods at the Customer's expense if shipment or delivery has been agreed. We shall invoice the customer additionally for the packaging,

transport, and insurance costs incurred (the latter if transport insurance has been agreed) upon shipment.

5.8 When unloading and retrieving the goods, the customer shall assist our personnel or vicarious agents or a forwarding agent commissioned by us if this is necessary and technically and logistically reasonable for the Customer, in particular by providing a suitable forklift truck.

5.9 Unless otherwise agreed, we shall only take back packaging on the basis and to the extent of our legal obligations.

## **6. Force Majeure / Self-Supply / Cases of Hardship**

6.1 If, for reasons beyond our control, we are unable to perform our contractual obligations to deliver or provide the goods or services, or if our subcontractors are unable to deliver or provide the goods or services, despite having made proper and sufficient arrangements prior to concluding the contract with the Customer in accordance with the quantity and quality specified in our delivery or service agreement with the Customer, i.e. such that, upon fulfillment of the supplier or subcontractor's obligation to us, we are able to fulfill the contract with the Customer in terms of the type of goods, quantity of goods, and delivery time and/or service in relation to the goods/service provided by the supplier (congruent procurement), not, not correctly or not on time, or if events of force majeure (as an external event that is not related to our business and cannot be averted even with the utmost reasonable care) of not insignificant duration (i.e., lasting longer than 14 calendar days) occur, we shall inform our Customer immediately in writing or in text form. In this case, we shall be entitled to postpone delivery for the duration of the hindrance or to withdraw from the contract in whole or in part for the part not yet fulfilled, provided that we have fulfilled our above obligation to inform and have not assumed the procurement risk equivalent to a guarantee or a delivery guarantee. Force majeure shall be deemed equivalent to unforeseeable circumstances in the event of strikes (including those initiated internally), lockouts, cyberattacks, official interventions, energy and raw material shortages, epidemics, pandemics, transport bottlenecks or obstacles through no fault of our own, in particular general curfews and/or contact bans, as well as operational disruptions through no fault of our own — e.g. due to fire, water and machine damage — and any other disruptions which, viewed objectively, were not caused by our fault. In the aforementioned cases, we shall also not be obliged to pay penalties or compensation.

6.2 If a delivery date or delivery period has been bindingly agreed and the agreed delivery date or delivery period is exceeded due to events in accordance with Section 6.1, the Customer shall be entitled to withdraw from the contract for the part not yet fulfilled after a grace period of 30 calendar days has expired without result. Further claims by

the Customer, in particular those for damages, are excluded in this case.

6.3 The above provision in Section 6.2 shall apply mutatis mutandis if, for the reasons stated in Section 6.1, it is objectively unreasonable for the customer to continue to adhere to the contract even without a fixed delivery date having been contractually agreed.

6.4 If we are obliged to make a single or multiple deliveries, our delivery obligation shall lapse, the obligation to pay a penalty or compensation for damages and/or expenses if the legal and/or economic and/or logistical and/or procurement conditions on the market for the performance of the contractual delivery and/or service have changed so significantly since the time of conclusion of the contract that, from an objective point of view, we can no longer be expected to fulfill our delivery obligation. This is particularly the case if (i) due to a general shortage of raw materials and/or parts, the delivery item or parts thereof or necessary raw materials cannot be procured for us on the procurement market, even from our usual suppliers at that time, despite immediate ordering after conclusion of the contract, within a sufficient period of time to meet the delivery period owed to the customer, or (ii) procurement is not possible by this deadline for legal reasons due to an embargo or other sanctions imposed by the state, insofar as we would place an order on the procurement market immediately after call-off by the Customer in the case of call-off delivery obligations or after conclusion of the contract in the case of individual deliveries. The exemption from performance shall also apply if the price of a raw material or goods required to fulfill the delivery obligation increases by more than 50% in relation to the time of conclusion of the contract, unless the Customer agrees to bear at least half of the price increase or we are entitled to pass this price increase on to the Customer for other reasons.

The aforementioned cancellation of our delivery obligation shall also apply if the situation leading to the aforementioned unreasonableness or the event leading to it was foreseeable for us in principle but not specifically at the time of conclusion of the contract.

As a prerequisite for our exemption from performance, we shall inform the customer immediately in writing or in text form if the aforementioned situation, which leads to an exemption from performance in the aforementioned sense, becomes foreseeable for us. In this case, the parties shall immediately negotiate an adjustment to the contract, taking into account the interests of both parties, which takes account of the aforementioned situation. If, at the request of one of the parties to the contract, no such agreement is reached within 30 calendar days, both parties shall be entitled to withdraw from the contractual relationship in question without compensation or, in the case of a continuing obligation, to terminate it with immediate effect. Withdrawal

shall be excluded for a party which refuses to negotiate an adjustment or to adjust the contract in bad faith.

## **7. Shipping / Transfer of Risk / Acceptance**

7.1 Unless expressly agreed otherwise, delivery shall be made Ex Works (Incoterms® 2020). In the case of collection and shipment obligations, the goods shall travel at the risk and expense of the Customer.

7.2 Unless otherwise agreed, we reserve the right to choose the transport route and means of transport in the event of agreed shipment. However, we will endeavor to take due account of the Customer's wishes with regard to the type and route of shipment, without this constituting a claim on the part of the Customer. Any additional costs incurred as a result – even in the case of agreed carriage paid delivery – shall be borne by the Customer, as shall the transport and insurance costs.

If, in the case of agreed shipment, shipment to the port of destination agreed between the Customer and us is not possible for reasons for which we are not responsible (e.g., epidemic/pandemic), we shall be entitled, after prior notification, to deliver to the nearest accessible industrial port or by land at our reasonable discretion. The additional costs incurred as a result shall be borne by the Customer. The above right to change performance and the obligation to bear costs shall not apply if we have not assumed a delivery guarantee or, in the case of an agreed obligation to deliver, a procurement risk equivalent to a guarantee. In this case, transport insurance shall only be taken out on the instructions and at the expense of the buyer. The right to judicial review and amendment of the equitable decision remains unaffected.

If shipment is delayed at the Customer's request or through the Customer's fault, we shall store the goods at the Customer's expense and risk. Clause 4.11 (2) shall apply accordingly.

In this case, notification of readiness for shipment shall be deemed equivalent to shipment.

7.3 The risk of accidental loss or accidental deterioration shall pass to the Customer upon handover of the products to be delivered in the case of an agreed obligation to collect, to the carrier, the freight forwarder, or the other companies designated to carry out the shipment in the case of an agreed obligation to ship, but at the latest upon leaving our factory or our warehouse or our branch or the manufacturer's factory. The foregoing shall likewise apply in the event of an agreed partial delivery. In the case of an agreed obligation to deliver, the risk shall pass upon readiness for unloading at the agreed place of delivery. Clause 7.5 remains unaffected.

7.4 If shipment is delayed because we exercise our right of retention due to total or partial default of payment by the



Customer, or for any other reason for which the Customer is responsible, the risk shall pass to the Customer at the latest on the date of dispatch of the notification of readiness for shipment and/or performance to the customer.

7.5 Insofar as our goods and/or services are to be accepted, this shall be decisive for the transfer of risk. Acceptance must take place on the agreed acceptance date, or alternatively immediately after notification of readiness for acceptance on our part. The Customer may not refuse acceptance in the event of a minor defect. Defects that do not render the delivery item unusable are considered minor.

**8. Notice of Defects / Breach of Duty in the Form of Poor Performance Due to Material Defects (Warranty)**

8.1 The Customer must report any obvious material defects and/or defects of title in our delivery immediately, but no later than 12 calendar days after pickup upon delivery ex works or warehouse, otherwise, in the case of agreed shipment obligation, after handover to the carrier and, in the case of agreed delivery obligation, after delivery; hidden material defects and/or defects of title must be reported to us in writing or in text form immediately after discovery, the latter at the latest within the warranty period specified in Section 8.6. *Failure to make a timely or duly compliant notice of defect shall bar any claim by the Customer for breach of duty due to material defects.* This shall not apply in the event of intentional, grossly negligent, or fraudulent conduct on our part, in the event of injury to life, limb, or health, or the assumption of a guarantee of freedom from defects, or a procurement risk within the meaning of Section 4.6, or other legally binding liability provisions, and in the event of a right of recourse in the supply chain.

8.2 (a) Upon acceptance of our delivery, the Customer must carry out a verification of plausibility and conformity, i.e., check that the delivery complies with the contract in terms of type of goods, quantity/weight, and condition. Any material defects, recognizable type defects, and/or quantity/weight defects that are apparent upon delivery or collection must also be reported to the delivering transport company and the Customer must arrange for the defects to be recorded in writing or text form on the delivery documents/CMR by the transport company on site. Failure to arrange for the delivery company to record the complaint in a timely manner or in the proper form shall exclude any claims by the Customer for breach of duty due to material defects. This does not apply in the event of malicious, intentional, or grossly negligent conduct on our part, in the event of injury to life, limb, or health, or the assumption of a procurement risk equivalent to a guarantee, a guarantee of freedom from defects, or liability under a mandatory statutory liability provision, and in the event of a right of recourse in the supply chain.

(b) Insofar as quantity and weight defects were already apparent upon delivery in accordance with the above

inspection obligations, *the Customer must report these defects to the delivering transport company upon receipt of the products and have the complaint certified in writing on the delivery documents/CMR. Failure to notify the transport company in good time or failure to obtain a certificate from the transport company in the proper form shall also exclude any claims by the Customer for breach of duty due to material defects.* This does not apply in the event of malicious, intentional, or grossly negligent conduct on our part, in the event of injury to life, limb, or health, or the assumption of a guarantee of freedom from defects, the assumption of a procurement risk, or in the event of liability due to a legally binding liability provision, and in the event of a right of recourse in the supply chain.

8.3 It is the Customer's responsibility to clarify, before commencing any of the aforementioned activities or any other use of the products delivered by us, whether the delivered products are suitable for the Customer's intended purposes by means of tests that are appropriate in scope and methodology.

8.4 *Other breaches of duty on our part must be reported by the Customer in writing or in text form without delay, setting a reasonable deadline for remedial action, before further rights are asserted, otherwise the Customer shall forfeit its rights arising from the breach of duty.* This shall not apply in the event of intentional, grossly negligent, or fraudulent conduct on our part, in the event of injury to life, limb, or health, or the assumption of a guarantee or a procurement risk equivalent to a guarantee, or in the event of mandatory liability under law.

8.5 *Upon commencement of processing, treatment, combination, or mixing with other items, the delivered products shall be deemed to have been approved by the customer in accordance with the contract.*

8.6 For claims arising from breach of duty due to poor performance in the form of material defects, the limitation period shall be 12 months, unless expressly agreed otherwise between the Customer and us, calculated as from the date of transfer of risk (see Sections 7.3-7.5), in the event of refusal of acceptance or refusal to take delivery by the Customer, from the time of notification of readiness for delivery. This does not apply to claims for damages arising from a guarantee, the assumption of a procurement risk within the meaning of § 276 BGB, claims for injury to life, limb or health, fraudulent, intentional or grossly negligent conduct on our part, or in cases of recourse in the supply chain, the construction of buildings and the delivery of goods for buildings and in the event of construction defects. The above provision does not imply a reversal of the burden of proof.

8.7 We shall not be liable for defects based on design specifications or specifications provided by the buyer. If the Customer or a third party improperly repairs the products

delivered by us and the defect is based on this, we shall not be liable for any consequences arising therefrom. The same shall apply to changes made to the delivery item without our prior consent.

8.8 Further claims by the Customer due to or in connection with defects or consequential damage, regardless of the reason, shall only exist in accordance with the provisions in Section 11.

8.9 Any warranty and liability is excluded if the Customer does not observe the technical specifications/restrictions and/or instructions for use for the delivery item specified by us in accordance with the contract concluded or our specifications in this respect, insofar as the defect is based on this.

8.10 Claims by the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor, and material costs, are excluded if the expenses increase because the delivery item has subsequently been moved to a location other than the Customer's delivery branch, unless the move corresponds to its intended use. Statutory provisions under German law regarding the bearing of installation and removal costs for defective products by the seller remain unaffected.

8.11 Claims for defects shall not exist in the case of only insignificant (i.e., barely visible/noticeable) deviations from the agreed or customary quality or usability.

8.12 We do not assume any warranty within the scope of the statutory supplier recourse if the Customer has processed or otherwise modified the products delivered by us in accordance with the contract, insofar as this does not correspond to the contractually agreed intended purpose of the products.

8.13 The recognition of material defects requires an express declaration of recognition on our part.

#### **9. Prices / Terms of Payment / Uncertainty Defense**

9.1 Unless otherwise expressly agreed, all prices shall be quoted in EURO, net of packaging, freight, postage, and - if applicable - insurance costs, plus value added tax (if applicable) at the rate prescribed by law at the time of payment, ex works or ex warehouse, plus any country-specific duties for delivery to countries other than the Federal Republic of Germany, plus customs duties and other fees and public charges for the delivery/service. Unless otherwise agreed with the Customer, the valid prices shall be those stated in our general price list valid at the time of conclusion of the contract between us and the Customer, which shall be provided to the Customer free of charge upon first request.

9.2 Payment methods other than bank transfer require a separate, express agreement between us and the Customer;

this applies in particular to the issuance of checks and bills of exchange.

9.3 If taxes or duties are levied on the services we provide (withholding tax), the Customer shall indemnify us against these taxes and duties.

9.4 We are entitled to issue partial invoices in accordance with the progress of order processing and/or to demand partial payments in accordance with the progress of processing, as well as to issue invoices in digital form only.

9.5 Unless otherwise expressly agreed, payment shall be due upon receipt of our notification of readiness for collection by the Customer, in the absence of such notification upon collection of the goods, in the case of shipment, upon handover to the carrier, and in the case of agreed delivery, upon delivery of the goods. Any agreed discount shall be conditional upon the prior settlement of all outstanding invoices. Without express agreement, the Customer shall not be entitled to deduct any discount.

9.6 If the Customer pays in a currency other than EUR, performance shall be deemed effected only when the foreign currency payment corresponds to the agreed EUR amount on the day of receipt of payment.

9.7 Services that are not part of the agreed scope of delivery shall be performed by us on the basis of our currently valid general price lists for such services, unless otherwise agreed.

9.8 We shall be entitled to increase the remuneration unilaterally in the event of increases in material manufacturing and/or material and/or product procurement costs, wages and ancillary wage costs, social security contributions, energy costs, and costs resulting from environmental regulations, and/or currency regulations and/or customs changes, and/or freight rates and/or public charges, if these directly or indirectly affect the costs of manufacturing or procuring the goods or the costs of our contractually agreed deliveries and/or services and if more than four months elapse between the conclusion of the contract and delivery. An increase in the aforementioned sense is excluded if the cost increase for individual or all of the aforementioned factors is offset by a cost reduction for other factors mentioned in relation to the total cost burden for the delivery (offsetting). If the aforementioned cost factors decrease without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the customer in the form of a reduction in remuneration.

9.9 If, in exceptional cases, we bear the freight costs in accordance with the contract, the customer shall bear the additional costs resulting from tariff increases in freight rates after conclusion of the contract, unless expressly agreed otherwise by the Customer with us.

9.10 Agreed payment terms shall commence on the date of delivery.

9.11 In the case of agreed bank transfers, the date of payment shall be the date on which we receive the money or the date on which the amount is credited to our account or to the account of the paying agent specified by us. Upon default, default interest shall accrue at a rate of 9% per annum above the applicable base interest rate applicable at the time the payment claim becomes due. We reserve the right to claim further damages.

*9.12 Default of payment by the Customer shall result in all payment claims arising from the business relationship with the Customer becoming due immediately. Notwithstanding any deferral agreements, bills of exchange, or installment payment agreements, all of the customer's liabilities to us shall become due for payment immediately in this case.*

9.13 If the Customer fails to comply with the terms of payment or if circumstances become known or apparent which, in our reasonable commercial judgment, give rise to justified doubts about the Customer's creditworthiness, including facts which already existed at the time of conclusion of the contract but were not known to us or could not have been known to us, we shall be entitled, without prejudice to any further legal rights in such cases, to suspend further work on current orders or deliveries and to demand advance payments or the provision of a bank guarantee from a German credit institution affiliated with the deposit protection fund for outstanding deliveries and, after the expiry of a reasonable grace period for the provision of such securities, to withdraw from the contract with regard to the part not yet fulfilled, without prejudice to further legal rights. The Customer is obliged to compensate us for all damages incurred as a result of the non-performance of the contract.

9.14 The Customer shall only have a right of retention or set-off with respect to counterclaims that are undisputed or have been established by a final and binding court decision. This shall apply mutatis mutandis if the counterclaim asserted for set-off is in synallagma (i.e., in a reciprocal relationship with our claim under the contract concluded with us) with our claim and concerns a breach of a primary obligation by us.

9.15 The Customer may only exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

9.16 Incoming payments shall first be used to settle costs, then interest, and finally the principal claims according to their age.

Any contrary provision of the Customer regarding payment shall be disregarded.

9.17 The date of booking on our account shall be decisive for the timeliness of payment, regardless of the method of

payment. In the case of check payments, the value date shall be decisive. Payments by the Customer must be made to us free of postage and charges.

9.18 We are entitled to assign all claims arising from the contractual relationship with the customer to third parties without restriction.

## **10. Retention of Title, Seizures**

10.1 We retain title to all goods delivered by us (hereinafter collectively referred to as "**reserved goods**") until all our claims arising from the business relationship with the customer, including future claims arising from contracts concluded at a later date, have been settled. This shall also apply to a balance in our favor if individual or all claims are included in a current account (**current account balance**) and the balance has been struck.

10.2 The Customer shall insure the reserved goods adequately, in particular against fire and theft. Claims against the insurance company arising from a loss event affecting the reserved goods are hereby assigned to us in the amount of the value of the reserved goods.

10.3 The Customer is entitled to resell the delivered products in the ordinary course of business. Other dispositions, in particular pledging or granting of security interests, are not permitted. If the reserved goods are not paid for immediately upon resale by the third-party purchaser, the Customer is obliged to resell them only under retention of title. The right to resell the reserved goods shall automatically lapse if the Customer suspends payment or is in default of payment to us.

10.4 The Customer hereby assigns to us all claims, including securities and ancillary rights, which accrue to him against the end user or third parties from or in connection with the resale of goods subject to retention of title. He may not enter into any agreement with his customers that excludes or impairs our rights in any way or that nullifies the advance assignment of the claim. In the event of the sale of goods subject to retention of title together with other items, the claim against the third-party purchaser shall be deemed assigned in the amount of the delivery price agreed between us and the Customer, unless the amounts attributable to the individual goods can be determined from the invoice.

10.5 The Customer remains entitled to collect the claim assigned to us until we revoke this entitlement at any time. At our request, the Customer is obliged to provide us immediately with all information and documents necessary for the collection of the assigned claims and, unless we do so ourselves, to inform its customers immediately of the assignment to us.

10.6 If the Customer includes claims from the resale of goods subject to retention of title in a current account relationship with its customers, it hereby assigns to us any recognized final



balance in its favor in the amount corresponding to the total amount of the claim from the resale of our goods subject to retention of title included in the current account relationship.

10.7 If the Customer has already assigned claims from the resale of the products delivered or to be delivered by us to third parties, in particular on the basis of genuine or non-genuine factoring, or has entered into other agreements which could impair our current or future security interests in accordance with Clause 10, it shall notify us thereof without delay. In the event of non-genuine factoring, we shall be entitled to withdraw from the contract and demand the return of products already delivered. The same shall apply in the event of genuine factoring if the customer is not free to dispose of the purchase price of the claim in accordance with the contract with the factor.

10.8 In the event of breach of contract on the part of the Customer, in particular in the event of default in payment, we shall be entitled to withdraw from the contract and take back all goods subject to retention of title. In this case, the Customer shall be obliged to surrender the goods without further ado. We shall be entitled to enter the Customer's business premises at any time during normal business hours to determine the stock of goods delivered by us. The taking back of the goods subject to retention of title shall only constitute a withdrawal from the contract if we expressly declare this in writing or if mandatory statutory provisions so provide. The Customer shall inform us immediately in writing of any access by third parties to goods subject to retention of title or claims assigned to us.

10.9 If the value of the securities existing for us in accordance with the above provisions exceeds the secured claims by more than 10% in total, we shall be obliged, at the Customer's request, to release securities of our choice to this extent.

10.10 The processing and treatment of the goods subject to retention of title shall be carried out for us as the manufacturer, but without placing us under any obligation. If the goods subject to retention of title are processed or inseparably combined with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the net invoice value of our goods to the net invoice values of the other processed or combined items. If our goods are combined with other movable items to form a single item that is to be regarded as the main item, the customer hereby transfers co-ownership of this item to us in the same ratio. The Customer shall hold the property or co-ownership in trust for us free of charge. The co-ownership rights arising hereunder shall be deemed reserved goods. At our request, the Customer shall be obliged at all times to provide us with the information necessary to assert our ownership or co-ownership rights.

10.11 If, in the case of deliveries agreed with the Customer to countries outside the Federal Republic of Germany, certain

measures and/or declarations on the part of the Customer are necessary in the country of importation for the effectiveness of the above-mentioned retention of title or other rights on our part, the Customer shall notify us of this in writing or in text form and shall immediately carry out or make such measures and/or declarations at its own expense. We shall cooperate in this to the extent necessary. If the law of the country of import does not permit a retention of title, but allows us to reserve other economically equivalent rights to the delivery item, we may exercise all rights of this kind at our reasonable discretion. If this does not provide equivalent security for our claims against the Customer, the Customer shall be obliged to provide us with other customary securities on the delivered goods at its own expense and at our reasonable discretion. The Customer's right to judicial review and amendment of our decision on fairness shall remain unaffected.

10.12 In the event of seizures or other interventions by third parties, the Customer must notify us immediately in writing so that we can take legal action in accordance with § 771 ZPO (German Code of Civil Procedure). If the third party is unable to reimburse us for the court and out-of-court costs of a lawsuit in accordance with § 771 ZPO, the Customer shall be liable for the loss incurred by us.

#### **11. Disclaimer/ Limitation of Liability**

11.1 Subject to the following exceptions, we shall *not* be liable, in particular for claims by the Customer for damages or reimbursement of expenses – regardless of the legal basis – in the event of a breach of obligations arising from the contractual relationship agreed with the Customer.

11.2 The above exclusion of liability pursuant to Section 11.1 shall not apply:

- for intentional or grossly negligent breach of duty on our part or intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
- for the breach of essential contractual obligations; "*Essential contractual obligations*" are those whose fulfillment characterizes the contract and on which the Customer may rely.
- in the event of injury to life, limb, or health, including by legal representatives or vicarious agents;
- to the extent that we have assumed a guarantee for the quality of our goods or the existence of a performance result, or a procurement risk;
- in the event of liability under the Product Liability Act or other mandatory statutory liability provisions.

11.3 In the event that we or our vicarious agents are only guilty of slight negligence and none of the cases specified in clause 11.2, items 1, 3, 4, and 5 above apply, we shall also be liable for the breach of essential contractual obligations only for the foreseeable damage typical for the contract. The principle of contributory negligence remains unaffected.

11.4 Our liability, including that of our vicarious agents, under this contract shall be limited in all cases of simple negligence to EUR 1.000,00 per individual claim and to a total of EUR 5.000,00 per contract year. The date on which the breach of duty is committed shall be decisive for allocation to a year of the contract term. A single claim is defined as an act or omission which, when viewed objectively and naturally, forms a uniform set of circumstances. This does not apply if we are guilty of intent or gross negligence, and in the case of claims for injury to life, limb, or health, as well as in the case of a claim based on a tortious act or an expressly assumed guarantee or the assumption of a procurement risk, or in the event that a longer limitation period is mandatory by law.

The disclaimers and limitations of liability set out in Sections 11.1 to 11.4 and Section 11.6 above apply to the same extent in favor of our organs, our executive and non-executive employees and other vicarious agents, as well as our subcontractors.

11.6 Claims for damages by the customer arising from this contractual relationship may only be asserted within a limitation period of one year from the start of the statutory limitation period. This does not apply if we are guilty of intent or gross negligence, in cases of slight negligence if we have breached an essential contractual obligation, and in cases of claims for injury to life or health, or in cases of claims based on the breach of an obligation for the protection of life or health, or in cases of claims based on the breach of an obligation for the protection of life or health, or in cases of claims based on the breach of an obligation for the protection of life or health, or in cases of claims based on the breach of an obligation for the protection of life or health, or in the event of a claim based on a tortious act or an express guarantee or the assumption of a procurement risk equivalent to a guarantee, or in the event that a longer limitation period is mandatory by law.

11.7 The above provisions do not imply a reversal of the burden of proof.

## **12. Place of Performance / Place of Jurisdiction / Applicable Law**

12.1 The place of performance for all contractual obligations shall be the registered office of our company, except in the case of the assumption of a debt to be performed at the place of performance or unless otherwise agreed.

12.2 The exclusive place of jurisdiction for all disputes shall be the registered office of our company, provided that the Customer is a merchant within the meaning of the German Commercial Code. For the sake of clarity, this jurisdiction clause in sentences 1 and 2 shall also apply to any disputes between us and the Customer that may give rise to non-contractual claims within the meaning of EC Regulation No. 864/2007. However, we are also entitled to sue the Customer at its general place of jurisdiction.

12.3 All legal relationships between the Customer and us shall be governed exclusively by the laws of the Federal Republic of Germany, in particular excluding the UN Convention on Contracts for the International Sale of Goods (CISG). It is expressly clarified that this choice of law is also to be understood as such within the meaning of Art. 14 (1b) EC Regulation No. 864/2007 and shall therefore also apply to non-contractual claims within the meaning of this Regulation. If foreign law is mandatory in individual cases, our General Terms and Conditions shall be interpreted in such a way that the economic purpose pursued by them is preserved as far as possible.

## **13. Property Rights, License Recall and Similar Measures**

### **13.1 Unless otherwise agreed, we are only obliged to deliver the goods in the Federal Republic of Germany free of industrial property rights of third parties.**

If a third party asserts justified claims against us due to the infringement of property rights by products delivered by us to the Customer, we shall be liable to the Customer within the period specified in Section 8.6 as follows:

- At our discretion, we shall first attempt, at our expense, to obtain a right of use for the deliveries in question, or to modify the delivery item in compliance with the contractually agreed characteristics in such a way that the property right is not infringed, or to replace it. If this is not possible or if we refuse to do so, the Customer shall be entitled to his statutory rights, which shall, however, be governed by the contract and these General Terms and Conditions of Delivery and Order.
- The Customer shall only be entitled to assert claims against us in the event of an infringement of property rights by our delivery items if he informs us immediately in writing or in text form of the claims asserted by third parties, does not acknowledge an infringement, and reserves all defense measures and settlement negotiations for us.
- If the Customer ceases to use the products for reasons of damage mitigation or other important reasons, they are obliged to inform the third party that the cessation of use does not imply any

acknowledgment of an infringement of property rights.

- If the Customer is attacked by third parties for infringement of property rights as a result of using the products delivered by us, the Customer undertakes to inform us immediately and to give us the opportunity to participate in any legal dispute. The Customer shall support us in every way in the conduct of such a legal dispute by providing us with the necessary information from their sphere and the necessary coordination without delay. The Customer shall refrain from any actions that could impair our legal position.

13.2 Claims by the Customer are excluded if he is responsible for the infringement of property rights. Claims by the Customer are also excluded if the infringement of property rights is caused by special specifications of the Customer and/or by an application that we could not have foreseen, or by the fact that the products have been modified by the Customer or used in conjunction with products not supplied by us that are not intended for the intended use, insofar as the infringement of property rights is based on this.

13.3 Upon proper fulfillment of its contractual obligations, the Customer shall be entitled to use the services in accordance with the contract.

All copyrights, patents, or other industrial property rights to the manufactured and/or delivered products shall remain with us, unless expressly agreed otherwise.

If, in the course of the execution of the contract, inventions capable of being protected by property rights arise, we shall grant the Customer a non-exclusive and non-transferable right of use on economically favorable terms. The Customer's right to receive all rights to the invention in the event that the creation of the invention is a primary contractual obligation on our part remains unaffected.

13.4 If one party to the contract has reason to believe that a recall of the goods delivered by us or a logistically comparable action (hereinafter collectively referred to as "**action**") is necessary, it must immediately inform the other party of its reasons for this in writing or in text form and provide the other party with at least a copy of the documents/data supporting its view. The other party shall immediately comment on the indications and a possible action. If the parties cannot reach agreement in writing or in text form on the necessity of an action, its scope or the bearing of costs, one party may set a reasonable date for an immediate meeting at the registered office of one of the parties, which must be attended by persons authorized by each party to make a decision. If one of the parties does not act in accordance with this schedule, it may not invoke the fact that the action was objectively necessary or unnecessary vis-à-vis

the other party, unless the other party has acted with gross negligence or intent.

13.5 If the buyer is subject to measures by market surveillance authorities, we shall provide the buyer with all necessary information within our sphere of influence and render all economically and logistically reasonable assistance within our sphere of influence that the buyer requires in order to avert corresponding measures by the authorities in relation to our delivery items. Any costs or expenses incurred by the buyer shall be reimbursed exclusively in accordance with Section 11.

#### **14. Export Control / Product Approval / Import Regulations / Right of Withdrawal**

14.1 Unless otherwise agreed with the Customer, the delivered goods are intended for initial sale within the Federal Republic of Germany or, in the case of delivery outside the Federal Republic of Germany, in the country of initial delivery agreed with us by the Customer (*country of initial delivery*).

14.2 We hereby inform the customer that European and German foreign trade law applies to the transfer/export of goods (merchandise, software, technology) and to the provision of services with a cross-border connection for the fulfillment of contractual obligations, and that individual deliveries and technical services may be subject to export control restrictions and prohibitions. This applies in particular to so-called armaments and dual-use goods. In addition, there are European and other global national embargo regulations against certain countries and persons, companies, and organizations that may prohibit or subject to authorization the delivery, provision, transfer, export, or sale of goods and the performance of services. For cross-border delivery or provision, we may therefore be required to obtain official approvals or other certificates. More detailed rights and obligations in this regard are governed by the following provisions. For certain transactions involving US goods or other US code, US (re-)export law may also apply due to extraterritorial effect and lead to prohibitions or licensing requirements which we must observe and implement in order to avoid sanctions by US authorities.

In the event that a Customer is affected by a re-export requirement imposed on us by the competent export control authority for its delivery, the Customer undertakes to recognize the European and German export control regulations and embargo regulations and to cooperate in their compliance. We shall inform the Customer of the listed nature of the goods and of any corresponding requirement in the license granted to us at the latest prior to delivery.

14.3 The Customer is obliged to carefully check the existence of and compliance with export and import control regulations for the delivery item and its export and import, and to strictly observe the export regulations and embargoes applicable to these goods, in particular those of the European Union (EU),

Germany or other EU member states, the United States of America, Asian or Arab countries, and all affected third countries, insofar as they export the products delivered by us or have them exported by us.

The Customer undertakes not to sell, export, re-export, deliver, pass on or otherwise make available the delivered products, either directly or indirectly, to persons, companies, institutions, organizations or countries if this violates European or German export regulations or embargo regulations or those of the aforementioned countries. This applies in particular to making them available to persons, organizations, and institutions included in European sanctions lists.

14.4 The cross-border return of goods, samples, tools, software, material, and also technology, including in the form of drawings, instructions, data, etc., to the Customer may also be subject to foreign trade regulations in individual cases and may be subject to official approval procedures. The Customer guarantees that, prior to the transfer of the products delivered by us to the Customer and their components and/or accessories to a country other than the country of first delivery agreed with us, the necessary national product approvals or product registrations will be obtained by the Customer in good time and that the requirements laid down in the national law of the country concerned will be complied with. In case accessories are transferred to a country other than the country of initial delivery agreed with us, the necessary national product approvals or product registrations are obtained by the Customer in good time and that the requirements for the provision of user information in the national language and all import regulations and export control regulations laid down in the national law of the country concerned are met.

14.5 Compliance with the delivery obligation may be subject to the release or granting of export or transfer licenses or other foreign trade certificates by the competent authorities.

If we are prevented from delivering on time due to the duration of the necessary and proper execution of a customs or foreign trade application, approval, or inspection procedure through no fault of our own, the delivery period shall be extended appropriately by the duration of the delay caused by this official procedure. We cannot generally specify a fixed duration for the aforementioned procedures on the part of the authorities. We shall inform the Customer immediately of such procedures, circumstances, and measures in individual cases. Claims for damages by the Customer for delays for which we are not responsible for this reason are excluded, unless we have assumed contractual liability towards the Customer.

14.6 The Customer is obliged to provide us with timely and complete information about the end use and any end users of the goods to be delivered or the services to be provided who

differ from those initially stated to us, immediately after conclusion of the contract in writing or in text form. Any delivery period or performance period shall not commence before this. This includes, in particular, issuing any necessary end-use certificates (EUCs) and sending the originals to us so that we can check the end use and intended purpose of the goods or services and provide evidence of this to the competent customs and export control authorities. If the aforementioned documents reveal potential violations of export bans or embargo regulations, we shall be entitled to withdraw from the contract without compensation.

14.7 Any re-export requirements imposed on us by the competent authorities or courts must be complied with by the Customer. The Customer shall oblige its customers to do so in accordance with the contract and provide us with evidence of this upon request. We shall inform the Customer of the scope and extent of such requirements imposed on us at the latest upon delivery.

14.8 If we or our suppliers are not granted the necessary export or transfer licenses or other required approvals by the competent authorities without our fault, or if, without our fault, other obstacles arising from customs, foreign trade, or embargo regulations applicable to us as exporter/transferor or to our suppliers prevent the fulfillment of the contract or the delivery in whole or in part, we shall be entitled to withdraw from the contract or from the individual delivery or service obligation without liability for damages and/or reimbursement of expenses, unless we have expressly assumed a strict liability guarantee for their procurement.

This shall also apply if, through no fault of our own, corresponding export control and embargo restrictions arise between the conclusion of the contract and the delivery or performance of the service, or when warranty rights are asserted, e.g. due to a change in the legal situation, and make the delivery or performance of the service temporarily or permanently impossible. This may be the case, for example, because export or transfer permits or other foreign trade law approvals or releases from the competent authorities are revoked through no fault of ours or our suppliers, or because other legal obstacles arise due to customs, foreign trade law or other legal transfer permits or other foreign trade approvals or releases granted to us or our suppliers by the competent authorities through no fault of our own, or if other legal obstacles due to customs, foreign trade, and embargo regulations that must be observed prevent the fulfillment of the contract or the delivery or service through no fault of our own. Claims for damages by the buyer for this reason are excluded, unless we have expressly assumed a no-fault guarantee liability for the provision of the aforementioned permits or documents.

If an export license or other license required for delivery to the Customer under export law is not granted through no fault of our own, we shall not be liable to the Customer for

any loss or damage, unless we have assumed a guarantee in the legal sense. This also applies to any loss or other damage suffered by the Customer itself as a result of the approval procedure described in this Section 14 or as a result of a delay or impossibility of delivery on our part, insofar as we are not at fault or have assumed a guarantee in the legal sense for the approval.

14.9 The Customer shall in particular check and ensure, and prove to us upon request, that

- the products supplied are not used, either directly or indirectly, in connection with the development, manufacture, handling, operation, maintenance, storage, location, identification or dissemination of chemical, biological or nuclear weapons or their delivery systems (e.g. missiles), or in connection with military (e.g. installation in military goods) or civilian nuclear (e.g., use in connection with the operation of a civilian nuclear facility) end use and/or are not delivered or transferred to the territory of the Russian Federation, Belarus, or the territories of Ukraine occupied by the Russian Federation; are not intended for use in the field of armaments, nuclear technology, or weapons technology;
- no companies or persons listed on the US Denied Persons List (DPL) are supplied with US-origin goods, US software, or US technology;
- no companies or individuals named in the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with products of US origin without the relevant authorisation;
- no goods or services are supplied to companies or individuals listed in the Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists, or EU Terrorist List or other relevant negative lists for export control.
- no military recipients are supplied with the products we deliver;
- no recipients are supplied who are in breach of other export control regulations, in particular those of the EU or the ASEAN states, and no recipients in Russia or Belarus are supplied with our delivery items;
- all early warning notices from the competent German or national authorities of the respective country of origin of the delivery are observed.

14.10 The Customer undertakes in turn to prove this obligation to its customers for the goods delivered by us and to provide us with evidence of this upon request. The Customer also guarantees that the delivered products will be used exclusively for civilian purposes, even in the event of onward delivery to third parties. The Customer also explicitly

guarantees – in particular for onward delivery to third parties – that the goods will not be used in connection with internal repression, human rights violations or acts of terrorism of any kind, and that the obligations under Section 14.9 will also be complied with by any third party to whom the Customer transfers the goods delivered by us.

14.11 Access to, use, and/or export of goods delivered by us may only take place if the above checks and assurances have been carried out by the Customer; otherwise, the Customer shall refrain from the intended export and we shall not be obliged to perform.

14.12 When passing on the goods delivered by us to third parties, the Customer undertakes to oblige these third parties in the same way as the Customer in Sections 14.1 to 14.11 and to inform them of the necessity of complying with such legal provisions.

14.13 In the event of delivery outside the Federal Republic of Germany, the Customer shall also ensure, at its own expense, that all national import regulations of the country of first delivery are complied with in full and in a timely manner at no cost to us with regard to the goods to be delivered by us.

14.14 The Customer shall indemnify us against all damages and proven, customary, and reasonable expenses resulting from the culpable breach of the above obligations pursuant to Sections 14.1–14.13. This does not include the costs for our own employees. The principle of contributory negligence shall remain in force.

14.15. If there are objective indications that the Customer is in breach of the obligations under Section 14.9, we shall be entitled to withdraw from the contract without compensation vis-à-vis the Customer.

#### **15. Opening of Insolvency Proceedings / Incoterms / Written Form / Severability Clause**

15.1 An application to open insolvency proceedings against the Customer or the Customer's suspension of payments, not based on rights of retention or other rights, despite a reminder from us, entitles us, in the event that the Customer is in breach of duty towards us at that time, to withdraw from the contract at any time, insofar as the Customer is in breach of a contractual obligation at that time, or to make the fulfillment of the contract dependent on the prior fulfillment of the payment obligation. In the case of continuing obligations, we shall be entitled to terminate the contract without notice instead of withdrawing from it. The statutory provisions on termination in the case of continuing obligations remain unaffected. If the delivery of the purchased item or our service has already been made, the consideration shall become due immediately in the aforementioned cases. We shall also be entitled to reclaim



the purchased item in the aforementioned cases and to retain it until the purchase price has been paid in full.

15.2 Insofar as trade clauses in accordance with the International Commercial Terms (INCOTERMS) have been agreed, INCOTERMS 2020 shall apply.

15.3 All agreements, ancillary agreements, assurances, and amendments to the contract must be made in writing. This also applies to the waiver of the written form requirement itself. The priority of individual agreements in written, textual, or verbal form remains unaffected.

15.4 Should any provision of this contract be or become invalid/void or unenforceable in whole or in part for reasons relating to the law governing the General Terms and Conditions, the statutory provisions shall apply.

Should any provision of this contract be or become invalid, void, or unenforceable, in whole or in part, for reasons other than those relating to the law governing General Terms and Conditions, the validity of the remaining provisions shall not be affected, provided that performance of the contract is not rendered impossible or unreasonably burdensome for either party, even taking into account the following provisions. The same shall apply if, after conclusion of the contract, a gap requiring supplementation becomes apparent.

Contrary to any principle according to which a severability clause is intended solely to reverse the burden of proof, the validity of the remaining provisions of the contract shall remain unaffected under all circumstances, thereby waiving the principle that partial invalidity of the contract generally leads to its total invalidity.

The parties shall replace any provision that is invalid/void/unenforceable for reasons other than those relating to the provisions governing the validity of general terms and conditions, or any loophole that needs to be filled, with a valid provision that corresponds to the legal and economic content of the invalid/void/unenforceable provision and the overall purpose of the contract. The principle that partial invalidity of the contract regularly leads to its total invalidity is expressly excluded, also in the sense of a mere reversal of the burden of proof. If the invalidity of a provision is based on a measure of performance or time (deadline or date) specified therein, the provision shall be replaced by a legally permissible measure that comes as close as possible to the original measure.

## **16. Code of Conduct**

As a subsidiary of MINEBEAMITSUMI Inc., Japan, we follow the Code of Conduct (CoC) of our parent company, which - can be downloaded and printed at [https://www.minebeamitsumi.eu/fileadmin/minebeamitsumi.net/Dokumente/201105\\_Code\\_of\\_Conduct\\_English.pdf](https://www.minebeamitsumi.eu/fileadmin/minebeamitsumi.net/Dokumente/201105_Code_of_Conduct_English.pdf) and which the customer shall also comply with.

## **Note:**

**In accordance with the provisions of the EU GDPR and the Data Protection Act, we would like to point out that contract processing in our company is carried out using an IT system and that we also store the data received in connection with the business relationship with the customer.**

Schörfling am Attersee, in October 2025