

General Terms and Conditions of Sale of Lanmer Anlagenbau GmbH February 2024

1. Scope and Application

- 1.1 The following General Terms and Conditions of Sale apply with regard to all current and future offers made by us and contracts concluded by us with our customers (hereinafter also referred to as "Customer"). The business relationship with our Customers shall be governed exclusively by our General Terms and Conditions of Sale. We do not recognise any terms and conditions of the Customer that contradict our General Terms and Conditions of Sale or contain deviating or supplementary provisions; any terms and conditions of the Customer shall become an integral part of the contract only if and to the extent that we have expressly consented to the application thereof. Our General Terms and Conditions of Sale shall also apply if the Customer refers to its terms and conditions in its orders or other documents and / or if we carry out the delivery without reservation in the knowledge of contradictory or deviating terms and conditions of the Customer.
- 1.2 Our General Terms and Conditions of Sale shall also apply in the version valid at the time of the order for all future business relations with the Customer, even if no reference is made to our General Terms and Conditions in individual cases.
- 1.3 Our General Terms and Conditions of Sale shall only apply if the Customer is a entrepreneurs ("Unternehmer") (Paragraph 14 German Civil Code (BGB)), a public-sector legal entity or a special body or funds under public law.
- 1.4 The Customer must make relevant declarations and notifications (e.g., notifications of defects, setting of deadlines, cancellations and / or reduction of the price) in writing, whereby written form also includes written and text form. Statutory formal requirements further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.

2. Offers and Conclusion of Contract

- 2.1 All our price lists and offers are non-binding and are subject to change. Information on the products in our offer documents, brochures, price lists, catalogues and / or our offer (e.g., about weights, dimensions, tolerances and technical data) as well as our representations of the same (e.g., drawings and illustrations) are only approximate, unless the usability for the contractually intended purpose requires exact conformity. Such information are not guaranteed characteristics of the products but only non-binding descriptions or labelling of the delivery or service. Customary deviations and changes that are made due to legal regulations or that are technical improvements are permissible, provided that they do not impair the usability for the contractually intended purpose.
- 2.2 All and any orders placed by the Customer shall be deemed binding contractual offers. Conclusions of contracts and other agreements, in particular verbal subsidiary agreements and assurances by employees or representatives, shall only become binding upon our written confirmation or upon delivery to the Customer.
- 2.3 We reserve all and any intellectual property rights and copyrights to drawings, illustrations and other documents; they may only be made accessible to third parties with our express written consent.
- 2.4 Our information and recommendations are provided without obligation and under exclusion of any liability, unless we have expressly undertaken to provide information and recommendations. In particular, our information and recommendations do not release the Customer from performing its own tests and inspections with regard to the suitability and usability of the products for the technical and commercial purposes intended by the Customer. The Customer is also responsible for compliance with statutory and official regulations when using the products.

3. Prices, Packaging

- 3.1 Our prices are net prices and including loading ex works, unless otherwise agreed. The value added tax and, in the case of export deliveries, customs duties, fees and other public charges are not included in our prices and will be invoiced separately at the rate applicable on the day of invoicing.
- 3.2 Costs for packaging, despatch (freight etc.), insurance, customs duties and any taxes incurred which directly or indirectly affect the delivery shall be paid by the Customer.
- 3.3 The delivery of our products contains transport packaging that fulfils the statutory requirements. As far as possible, we use reusable, environmentally friendly, recyclable material for this purpose. Only for Customers located in the European Union the following applies:
We are legally obliged to take back certain packaging (e.g., transport packaging) free of charge at the request of our Customer. This is intended to reduce the impact of packaging waste on the environment and promote recycling, among other things by ensuring that it is collected by type and recycled properly. If you would like us to take back your packaging, please contact your customer advisor. Such take-back shall take place at our headquarter. Furthermore, we do not contribute to the costs for the disposal of packaging material.
- 3.4 In case the costs of raw materials, labour, wages, energy or other costs of procurement or manufacture of the subject matter of the delivery change significantly after the date of the order or conclusion of the contract, both parties are entitled to demand a reasonable adaptation of the prices taking into account the change in price factors, if agreed delivery times are more than four months after the conclusion of the contract.

4. Payment, Default in Payment

- 4.1 The purchase price is due and payment of the purchase price for deliveries and for services rendered must be made within the agreed period, but no later than 14 days after invoicing and delivery by bank transfer to our account (date of account crediting decisive).
- 4.2 We are entitled at any time, even within an ongoing business relation, to make a delivery in whole or in part only against advance payment or provision of security if, after conclusion of the contract, we become aware of circumstances which significantly impair our assessment of the creditworthiness of the Customer and which jeopardise the payment of our claims by the Customer arising from the respective contractual relationship.
- 4.3 Money orders, checks and bills of exchange will only be received following specific agreement and only as payment; all collection and discount expenses will be invoiced. We expressly reserve the right to refuse such payment.
- 4.4 The Customer shall only be entitled to retain payments or offset its counterclaims, if and to the extent that such Customer's counterclaims are undisputed, have been legally established or accepted by us.
- 4.5 In case of default in payment, the Customer shall be in default without the need for a further reminder for an invoice and we shall be entitled to demand interest at the applicable statutory default interest rate. The assertion of any further damage caused by the Customer's default, including compensation for any additional expenses (including storage and transport costs), shall be reimbursed to us by the Customer. We reserve the right to assert further claims or rights against the Customer.
- 4.6 Non-compliance with the terms of payment or any further circumstances which become known to us after conclusion of the contract and which cast doubt on the Customer's willingness to pay (e.g., unfavourable information, deterioration of the Customer's financial circumstances, insolvency of the Customer's assets, bill protests, payment not in accordance with the conditions from other contracts and deliveries, etc.) shall entitle us to demand immediate payment of all our claims. We shall then be entitled to refuse performance in accordance with the statutory provisions and may withdraw from the contract after a reasonable period; in the case of the manufacture of non-fungible items (customised products), we may also declare our withdrawal immediately without setting a deadline. In this case, we have the right, after previous announcement and setting of a deadline, to enter the Customer's premises, seize the delivered products, and sell them in the open market for setoff against the outstanding purchasing price minus any costs incurred.

5. Delivery, Delivery Dates

- 5.1 Unless a delivery date or delivery period is explicitly agreed as binding, any agreed delivery dates shall be of estimated nature only. The delivery period shall not commence before clarification of all technical and commercial details, as well as submission of approved drawings, releases, receipt of any agreed downpayment, and the official approvals if applicable. Any modifications with regard to the products (e.g., design, application) demanded by the Customer within the delivery period result in an interruption and corresponding extension of the delivery period.
- 5.2 The delivery period is deemed to be met if the products have been handed over to the forwarding agent, carrier or other third party commissioned with the transport by the expiry of the delivery period if shipment has been agreed; if no shipment has been agreed, the delivery period is deemed to be met if the Customer has been notified that products are ready for shipment.
- 5.3 Partial deliveries are permissible if the partial delivery can be used by the Customer within the scope of the contractual purpose, the delivery of the remaining ordered products is ensured and the Customer does not incur any significant additional work or additional costs as a result (unless we agree to bear these costs).
- 5.4 We shall not be liable or responsible for failure or delay of our performance to the extent that such failure or delay results from an event of force majeure or any other event that was not foreseeable at the moment of conclusion of an individual contract (including without limitation any occurrences leading to a break or disruption in operation, difficulties in materials or power supply, transport delays, war, strike, lawful lock-outs, shortages of manpower, energy or raw materials, difficulties in obtaining necessary official approvals, administrative acts, or missing, non-conforming or belated supply from suppliers, pandemic and epidemic events) for which we are not responsible. If such an event makes it significantly more difficult or impossible for us to deliver the products and / or perform the services and

if the obstacle is not only of temporary nature, we shall be entitled to withdraw from the contract; in such case any services rendered by the Customer will be reimbursed.
If the obstacle is of temporary nature, the lead times or dates for delivery or performance by us shall be postponed by the duration of the obstructive event plus a reasonable warm-up period. If the Customer cannot reasonably be expected to accept the delivery of the product as a result of the delay, he may withdraw from the contract by immediately notifying us in writing.

- 5.5 If we are in default, the Customer shall grant us a reasonable additional period in writing. If we fail to dispatch the products during this additional period, the Customer has the right to withdraw from the contract after expiry of such period and in accordance with the statutory provisions in respect of those parts which have not been dispatched prior to expiry of such period.
- 5.6 Compliance with the delivery period is subject to compliance with all and any contractual obligations by the Customer.

6. Transfer of Dispatch and Risk; Default of Acceptance

- 6.1 All our deliveries shall be FCA (Incoterms 2020), unless otherwise agreed. We will only insure the delivery against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the Customer and at the Customer's expense.
- 6.2 Risk shall pass to the Customer at the latest with dispatch of the products. This shall also apply in case of partial deliveries (with regard to the partial services delivered), if we pay the shipment costs or if we procure the shipment of the delivery item.
- 6.3 Products notified as ready for dispatch must be called off immediately by the Customer. Otherwise, we have and
- 6.4 the right to dispatch them at our discretion at Customer's expense and risk, or to store the products and invoice them immediately.
- 6.5 If acceptance of the delivery is to take place at the Customer's premises and / or a preliminary acceptance is to take place at our premises, the product shall be deemed accepted by the Customer in this context and to the extent that
(i) the delivery and, if we also have an obligation to install, the installation has been completed (in the case of agreed acceptance)
(ii) we have notified the Customer of the date with reference to the fiction acceptance in accordance with this 6.4 and have requested him to accept the products,
(iii) 3 working days have passed since delivery or installation or the Customer has started using the product (e.g., has put the delivered product into operation) and in this case 6 working days have passed since delivery or installation, and
(iv) the Customer has failed to accept / preaccept within this period for a reason other than a defect notified to us which makes the use of the product impossible or significantly impairs it.

7. Retention of Title

- 7.1 Delivered products shall remain our property (Reserved Products) until full payment of all present and future claims arising from the purchase contract and an ongoing business relationship, irrespective of the legal basis. In the case of a current account, the reserved property shall serve as security for the claim. If the products subject to the retention of title are combined with other items (e.g., processing, mixing and combining, together: "processing"), such processing shall be carried out for us as the manufacturer. The processed products shall serve as security for the Reserved Products in the amount of the invoice value.
- 7.2 In the event of processing by the Customer with other items not belonging to us, the reserved ownership of the newly created item shall continue and we shall acquire co-ownership of the new item in the ratio of the value (invoice value) of the Reserved Products to the value of the other combined items at the time of processing. If one of the combined items is regarded as the main item, the Customer shall transfer to us a co-ownership share in the ratio of the value of the goods supplied by us (invoice value) to the value of the other combined items. To the new item resulting from the processing shall the same apply as to the Reserved Products. It shall be deemed to be Reserved Products within the meaning of these terms and conditions.
- 7.3 The Customer shall not dispose of the Reserved Products and co-ownership shares by pledging, transfer by way of security or in any other way. The Customer must inform us immediately in writing if an application for the opening of insolvency proceedings has been filed and / or if the products subject to retention of title are seized by third parties (e.g., attachments).
- 7.4 The Customer is authorised, upon revocation, to sell the Reserved Products in the ordinary course of business and subject to the advance assignment of the claims in accordance with clause 7.5.
- 7.5 By way of security, the Customer hereby assigns to us, in full, all claims, arising from the resale or based on other legal grounds (insurance, tort), which relate to the goods subject to the reservation of title or the processed item. We hereby accept this assignment. We revocably authorize the Customer to collect all accounts receivable assigned to us in its own name but for our account. At our request, the Customer shall disclose the assignment and provide us with the information and documentation necessary to collect the accounts receivable.
- 7.6 In the event that the Reserved Products are sold by the Customer together with other products not belonging to us without or after processing, the assignment of claims shall only apply to the amount of the invoice value of the Reserved Products. The same shall apply if the Reserved Products alone or together with other products are subject or partial subject of a contract produce a work, contract for work and materials or a similar contract. At our request, the Customer is obliged to inform the third-party of the assignment to us.
- 7.7 The Customer shall not dispose of the Reserved Products in any way that does not fulfil the conditions of paragraphs 7.5 and 7.6.
- 7.8 The Customer must inform us immediately in the event that the property subject to the retention of title is seized by a third party or otherwise be affected by third parties.
- 7.9 If the realisable value of the existing securities exceeds our claims by more than 10 % in total, we shall release securities to this extent at our discretion at the request of the Customer.
- 7.10 In the event that the law applicable in the country, in which the subject matter of the delivery is located, does not permit the agreement of a retention of title, or does so only in a limited form, we may reserve other rights over the delivered goods. The Customer shall be obliged to assist with all measures (e.g. registration) necessary for effecting the reservation of title or rights in substitution of a reservation of title, and to assist us in the safeguarding of such rights.

8. Warranty, Notification of Defects

- 8.1 For delivery of products manufactured by us:
The warranty of a specific function of the products manufactured by us, which are delivered in partial parts, can only be granted if these parts are assembled by our personnel or under our supervision. We shall be liable for defects of the products to the exclusion of further claims as follows:
a) We will, at our discretion, repair or replace defective products free of charge, if the products are demonstrably defective within 12 months (in the case of single-shift operation (i.e. 40h/week), or within 6 months in the case of two-shift operation) from the transfer of risk or, if acceptance is required, from acceptance (warranty period), as a result of a circumstance prior to the transfer of risk/acceptance, in particular due to faulty design, poor materials or defective workmanship. The Customer shall inform us immediately of any such defects in writing. Replaced parts are our property. In respect of third-party products installed in our products, motors, electrical systems etc., our liability is limited to the assignment of our claims vis-à-vis the supplier of such products; in this case, we can only be held liable if the assertion of the aforementioned claims against our supplier was unsuccessful without any responsibility of the Customer (e.g., due to insolvency of the supplier). The Customer may only assert claims for defects if he fulfils his legal obligations in accordance with § 377 German Commercial Code (Handelsgesetzbuch, HGB). If a defect becomes apparent during delivery, inspection or at any later time, the Customer must notify us immediately in writing. In any case, obvious defects must be reported in writing within 5 working days of delivery and defects not recognisable during the inspection must be reported in writing within the same period from discovery.
b) Warranty claims for damage caused by the following reasons are excluded: Unsuitable or improper use by the Customer, faulty assembly or commissioning by the Customer or third parties, natural deterioration, faulty or negligent handling and in particular excessive use, use of unsuitable operating materials, replacement materials, faulty construction work, unsuitable underground, chemical, electro-chemical or electrical connections, unless they are attributable to our fault.
c) The Customer shall grant us a reasonable period of time to remedy the defect and allow us at least two attempts at rework; Customer's failure to do so will release us from our warranty obligation. The Customer is not entitled to remedy a defect itself or remedied it by third parties and to demand reimbursement of its expenses from us. The Customer shall only be entitled to remedy a defect itself if and to the extent that we are in default to remedy the defect or if there is an urgent case of danger to operational safety (in such case the Customer shall inform us immediately).
d) If we do not fulfil justified warranty claims of the Customer or do not fulfil them in accordance with the contract or if a remedy fails, the Customer shall be entitled, after expiry of a reasonable period of time, to reduce the remuneration or, at his discretion, to cancel the contract in accordance with the statutory provisions.
e) The warranties shall apply accordingly for the replacement part. The period for warranty shall be extended by the duration of the interruption of operations caused by the repair work. No new warranty period commences, unless otherwise agreed.
f) We shall not be liable for the consequences of any modifications or repair work carried out improperly and / or without our prior authorisation by the Customer or third parties.

- 8.2 Regarding delivery of third-party products:
Regarding delivery and assembly of third-party products, our liability for the delivery and assembly is limited to the assignment of our liability claims vis-à-vis the supplier of such products. The terms and conditions of the third party are available on request.
- 8.3 Miscellaneous:
Our right to refuse the warranty in accordance with the statutory provisions remains unaffected. Warranty claims shall only be considered if they are asserted to us in writing or text form. We are entitled to make the subsequent fulfillment dependent on the Customer paying the purchase price. However, the Customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect. Other or further warranty claims are excluded. Claims for compensation for damage that has not occurred to the products themselves (consequential damage) are governed by § 9 (Liability).
- 9. Liability**
- 9.1 We shall be liable for any culpable breach of our material contractual obligations in accordance with the statutory provisions. Material contractual obligations are obligations which characterize the typical purpose of the contract, the performance of which makes the proper implementation of the contract possible in the first place, and compliance with which the other contract party may rely on. However, unless our conduct has been either grossly negligent or intentional, we shall be liable only for the foreseeable damage, which typically occurs.
- 9.2 In all other cases we shall be liable if damage has been caused intentionally or grossly negligently by us or by one of our vicarious agents. Where we have given a guarantee, or for damage arising out of any injury to life, body or health, we shall be liable in accordance with the statutory provisions.
- 9.3 Otherwise claims against us for damages arising out of a breach of obligation are excluded.
- 9.4 Liability under the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.
- 9.5 The claims for damages under Clauses 9.1 to 9.4 above shall be time-barred according to the statutory periods.
- 9.6 In the case of delivered products based on drawings, models or information provided by the Customer, the Customer shall indemnify us against all claims for industrial property rights of third parties, unless the Customer is not responsible for the infringement of industrial property rights.
- 10. Place of Performance, Place of Jurisdiction**
- 10.1 The place of performance for our deliveries and services is the registered office of our company.
- 10.2 The exclusive place of jurisdiction, including international jurisdiction, for all disputes arising directly or indirectly from the contractual relationship shall be our registered office if the Customer is a merchant within the meaning of the German Commercial Code (*Handelsgesetzbuch (HGB)*), a public-sector legal entity or a special body or funds under public law. The same applies if the Customer is an entrepreneur (*„Unternehmer“*) (Paragraph 14 German Civil Code (BGB)). We shall, however, be entitled to also assert our claims at the Customer's registered office (seat). Statutory provisions shall remain unaffected.
- 11. Final Provisions**
- 11.1 The legal relationship between us and the Customer shall be governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods does not apply.
- 11.2 Rights of the Customer arising from the legal transaction concluded with us are only transferable with our prior written consent.

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- 2.4 Our information and recommendations are provided without obligation and under exclusion of any liability, unless we have expressly undertaken to provide information and recommendations. In particular, our information and recommendations do not release the Customer from performing its own tests and inspections with regard to the suitability and usability of the products for the technical and commercial purposes intended by the Customer. The Customer is also responsible for compliance with statutory and official regulations when using the products.

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- 3.3 The delivery of our products contains transport packaging that fulfils the statutory requirements. As far as possible, we use reusable, environmentally friendly, recyclable material for this purpose. Only for Customers located in the European Union the following applies:
We are legally obliged to take back certain packaging (e.g., transport packaging) free of charge at the request of our Customer. This is intended to reduce the impact of packaging waste on the environment and promote recycling, among other things by ensuring that it is collected by type and recycled properly. If you would like us to take back your packaging, please contact your customer advisor. Such take-back shall take place at our headquarter. Furthermore, we do not contribute to the costs for the disposal of packaging material.
- 3.4 In case the costs of raw materials, labour, wages, energy or other costs of procurement or manufacture of the subject matter of the delivery change significantly after the date of the order or conclusion of the contract, both parties are entitled to demand a reasonable adaptation of the prices taking into account the change in price factors, if agreed delivery times are more than four months after the conclusion of the contract.

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- 4.3 Money orders, checks and bills of exchange will only be received following specific agreement and only as payment; all collection and discount expenses will be invoiced. We expressly reserve the right to refuse such payment.
- 4.4 The Customer shall only be entitled to retain payments or offset its counterclaims, if and to the extent that such Customer's counterclaims are undisputed, have been legally established or accepted by us.
- 4.5 In case of default in payment, the Customer shall be in default without the need for a further reminder for an invoice and we shall be entitled to demand interest at the applicable statutory default interest rate. The assertion of any further damage caused by the Customer's default, including compensation for any additional expenses (including storage and transport costs), shall be reimbursed to us by the Customer. We reserve the right to assert further claims or rights against the Customer.
- 4.6 Non-compliance with the terms of payment or any further circumstances which become known to us after conclusion of the contract and which cast doubt on the Customer's willingness to pay (e.g., unfavourable information, deterioration of the Customer's financial circumstances, insolvency of the Customer's assets, bill protests, payment not in accordance with the conditions from other contracts and deliveries, etc.) shall entitle us to demand immediate payment of all our claims. We shall then be entitled to refuse performance in accordance with the statutory provisions and may withdraw from the contract after a reasonable period; in the case of the manufacture of non-fungible items (customised products), we may also declare our withdrawal immediately without setting a deadline. In this case, we have the right, after previous announcement and setting of a deadline, to enter the Customer's premises, seize the delivered products, and sell them in the open market for setoff against the outstanding purchasing price minus any costs incurred.

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- 5.2 The delivery period is deemed to be met if the products have been handed over to the forwarding agent, carrier or other third party commissioned with the transport by the expiry of the delivery period if shipment has been agreed; if no shipment has been agreed, the delivery period is deemed to be met if the Customer has been notified that products are ready for shipment.
- 5.3 Partial deliveries are permissible if the partial delivery can be used by the Customer within the scope of the contractual purpose, the delivery of the remaining ordered products is ensured and the Customer does not incur any significant additional work or additional costs as a result (unless we agree to bear these costs).
- 5.4 We shall not be liable or responsible for failure or delay of our performance to the extent that such failure or delay results from an event of force majeure or any other event that was not foreseeable at the moment of conclusion of an individual contract (including without limitation any occurrences leading to a break or disruption in operation, difficulties in materials or power supply, transport delays, war, strike, lawful lock-outs, shortages of manpower, energy or raw materials, difficulties in obtaining necessary official approvals, administrative acts, or missing, non-conforming or belated supply from suppliers, pandemic and epidemic events) for which we are not responsible. If such an event makes it significantly more difficult or impossible for us to deliver the products and / or perform the services and

if the obstacle is not only of temporary nature, we shall be entitled to withdraw from the contract; in such case any services rendered by the Customer will be reimbursed.
If the obstacle is of temporary nature, the lead times or dates for delivery or performance by us shall be postponed by the duration of the obstructive event plus a reasonable warm-up period. If the Customer cannot reasonably be expected to accept the delivery of the product as a result of the delay, he may withdraw from the contract by immediately notifying us in writing.

- 5.5 If we are in default, the Customer shall grant us a reasonable additional period in writing. If we fail to dispatch the products during this additional period, the Customer has the right to withdraw from the contract after expiry of such period and in accordance with the statutory provisions in respect of those parts which have not been dispatched prior to expiry of such period.
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- 6.1 All our deliveries shall be FCA (Incoterms 2020), unless otherwise agreed. We will only insure the delivery against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the Customer and at the Customer's expense.
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(ii) we have notified the Customer of the date with reference to the fiction acceptance in accordance with this 6.4 and have requested him to accept the products,
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- 7.2 In the event of processing by the Customer with other items not belonging to us, the reserved ownership of the newly created item shall continue and we shall acquire co-ownership of the new item in the ratio of the value (invoice value) of the Reserved Products to the value of the other combined items at the time of processing. If one of the combined items is regarded as the main item, the Customer shall transfer to us a co-ownership share in the ratio of the value of the goods supplied by us (invoice value) to the value of the other combined items. To the new item resulting from the processing shall the same apply as to the Reserved Products. It shall be deemed to be Reserved Products within the meaning of these terms and conditions.
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- 7.4 The Customer is authorised, upon revocation, to sell the Reserved Products in the ordinary course of business and subject to the advance assignment of the claims in accordance with clause 7.5.
- 7.5 By way of security, the Customer hereby assigns to us, in full, all claims, arising from the resale or based on other legal grounds (insurance, tort), which relate to the goods subject to the reservation of title or the processed item. We hereby accept this assignment. We revocably authorize the Customer to collect all accounts receivable assigned to us in its own name but for our account. At our request, the Customer shall disclose the assignment and provide us with the information and documentation necessary to collect the accounts receivable.
- 7.6 In the event that the Reserved Products are sold by the Customer together with other products not belonging to us without or after processing, the assignment of claims shall only apply to the amount of the invoice value of the Reserved Products. The same shall apply if the Reserved Products alone or together with other products are subject or partial subject of a contract produce a work, contract for work and materials or a similar contract. At our request, the Customer is obliged to inform the third-party of the assignment to us.
- 7.7 The Customer shall not dispose of the Reserved Products in any way that does not fulfil the conditions of paragraphs 7.5 and 7.6.
- 7.8 The Customer must inform us immediately in the event that the property subject to the retention of title is seized by a third party or otherwise be affected by third parties.
- 7.9 If the realisable value of the existing securities exceeds our claims by more than 10 % in total, we shall release securities to this extent at our discretion at the request of the Customer.
- 7.10 In the event that the law applicable in the country, in which the subject matter of the delivery is located, does not permit the agreement of a retention of title, or does so only in a limited form, we may reserve other rights over the delivered goods. The Customer shall be obliged to assist with all measures (e.g. registration) necessary for effecting the reservation of title or rights in substitution of a reservation of title, and to assist us in the safeguarding of such rights.

8. Warranty, Notification of Defects

- 8.1 For delivery of products manufactured by us:
The warranty of a specific function of the products manufactured by us, which are delivered in partial parts, can only be granted if these parts are assembled by our personnel or under our supervision. We shall be liable for defects of the products to the exclusion of further claims as follows:
a) We will, at our discretion, repair or replace defective products free of charge, if the products are demonstrably defective within 12 months (in the case of single-shift operation (i.e. 40h/week), or within 6 months in the case of two-shift operation) from the transfer of risk or, if acceptance is required, from acceptance (warranty period), as a result of a circumstance prior to the transfer of risk/acceptance, in particular due to faulty design, poor materials or defective workmanship. The Customer shall inform us immediately of any such defects in writing. Replaced parts are our property. In respect of third-party products installed in our products, motors, electrical systems etc., our liability is limited to the assignment of our claims vis-à-vis the supplier of such products; in this case, we can only be held liable if the assertion of the aforementioned claims against our supplier was unsuccessful without any responsibility of the Customer (e.g., due to insolvency of the supplier). The Customer may only assert claims for defects if he fulfils his legal obligations in accordance with § 377 German Commercial Code (*Handelsgesetzbuch, HGB*). If a defect becomes apparent during delivery, inspection or at any later time, the Customer must notify us immediately in writing. In any case, obvious defects must be reported in writing within 5 working days of delivery and defects not recognisable during the inspection must be reported in writing within the same period from discovery.
b) Warranty claims for damage caused by the following reasons are excluded: Unsuitable or improper use by the Customer, faulty assembly or commissioning by the Customer or third parties, natural deterioration, faulty or negligent handling and in particular excessive use, use of unsuitable operating materials, replacement materials, faulty construction work, unsuitable underground, chemical, electro-chemical or electrical connections, unless they are attributable to our fault.
c) The Customer shall grant us a reasonable period of time to remedy the defect and allow us at least two attempts at rework; Customer's failure to do so will release us from our warranty obligation. The Customer is not entitled to remedy a defect itself or remedied it by third parties and to demand reimbursement of its expenses from us. The Customer shall only be entitled to remedy a defect itself if and to the extent that we are in default to remedy the defect or if there is an urgent case of danger to operational safety (in such case the Customer shall inform us immediately).
d) If we do not fulfil justified warranty claims of the Customer or do not fulfil them in accordance with the contract or if a remedy fails, the Customer shall be entitled, after expiry of a reasonable period of time, to reduce the remuneration or, at his discretion, to cancel the contract in accordance with the statutory provisions.
e) The warranties shall apply accordingly for the replacement part. The period for warranty shall be extended by the duration of the interruption of operations caused by the repair work. No new warranty period commences, unless otherwise agreed.
f) We shall not be liable for the consequences of any modifications or repair work carried out improperly and / or without our prior authorisation by the Customer or third parties.

- 8.2 Regarding delivery of third-party products:
Regarding delivery and assembly of third-party products, our liability for the delivery and assembly is limited to the assignment of our liability claims vis-à-vis the supplier of such products. The terms and conditions of the third party are available on request.
- 8.3 Miscellaneous:
Our right to refuse the warranty in accordance with the statutory provisions remains unaffected. Warranty claims shall only be considered if they are asserted to us in writing or text form. We are entitled to make the subsequent fulfillment dependent on the Customer paying the purchase price. However, the Customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect. Other or further warranty claims are excluded. Claims for compensation for damage that has not occurred to the products themselves (consequential damage) are governed by § 9 (Liability).
- 9. Liability**
- 9.1 We shall be liable for any culpable breach of our material contractual obligations in accordance with the statutory provisions. Material contractual obligations are obligations which characterize the typical purpose of the contract, the performance of which makes the proper implementation of the contract possible in the first place, and compliance with which the other contract party may rely on. However, unless our conduct has been either grossly negligent or intentional, we shall be liable only for the foreseeable damage, which typically occurs.
- 9.2 In all other cases we shall be liable if damage has been caused intentionally or grossly negligently by us or by one of our vicarious agents. Where we have given a guarantee, or for damage arising out of any injury to life, body or health, we shall be liable in accordance with the statutory provisions.
- 9.3 Otherwise claims against us for damages arising out of a breach of obligation are excluded.
- 9.4 Liability under the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.
- 9.5 The claims for damages under Clauses 9.1 to 9.4 above shall be time-barred according to the statutory periods.
- 9.6 In the case of delivered products based on drawings, models or information provided by the Customer, the Customer shall indemnify us against all claims for industrial property rights of third parties, unless the Customer is not responsible for the infringement of industrial property rights.
- 10. Place of Performance, Place of Jurisdiction**
- 10.1 The place of performance for our deliveries and services is the registered office of our company.
- 10.2 All disputes arising out of or in connection with an agreement between us and the Customer and / or the business relationship between us and the Customer shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of the arbitration shall be Frankfurt/Main, Germany. The arbitration shall be conducted in the English language.
- 11. Final Provisions**
- 11.1 The legal relationship between us and the Customer shall be governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods does not apply.
- 11.2 Rights of the Customer arising from the legal transaction concluded with us are only transferable with our prior written consent.