# General Terms and Conditions ("GTC")

of Grünewald Feinmaschinenbau GmbH & Co. KG

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*Unofficial English translation of the German original. In case of any discrepancy, the German version prevails.*

## I. General Provisions

1. These GTC apply to all contracts in which Grünewald Feinmaschinenbau GmbH & Co. KG acts as manufacturer (hereinafter: "Supplier") and the other contracting party acts as purchaser (hereinafter: "Purchaser"). Individual agreements made with the Purchaser in a specific case (including collateral agreements, supplements and amendments) shall in any event take precedence over these GTC. Subject to proof to the contrary, a written contract or the Supplier's written confirmation shall be authoritative for the content of such agreements.

2. Deviating terms of the Purchaser shall not apply unless the Supplier expressly agrees to them in writing. This requirement of consent shall apply in any case, even if the Supplier, being aware of the Purchaser's terms, carries out delivery without reservation.

3. The delivery terms apply only vis-à-vis entrepreneurs within the meaning of Sections 14, 310 para. 1 sentence 2 of the German Civil Code (BGB).

## II. Ordering of Goods

1. The Purchaser shall send the Supplier an order specifying which goods, in what quantity and by what delivery date are to be delivered by the Supplier. All terms, specifications, standards and other documents attached to or listed in the order form part of the content of the order.

2. The Supplier shall review the order and subsequently send the Purchaser a binding order confirmation containing all essential contract details (an offer within the meaning of Section 145 BGB). The order confirmation to the Purchaser may be issued either in written or text form.

3. If the Purchaser does not object to the order confirmation within 5 business days of receipt in text form, the contract shall be deemed concluded, provided the Purchaser is a merchant and the order confirmation does not contain any material deviations from the order.

## III. Prices and Payment Terms

1. Unless otherwise agreed in an individual case, the Supplier's prices current at the time of contract conclusion shall apply, ex Supplier's place of business, plus statutory VAT and packaging costs.

2. The Purchaser shall pay the purchase price no later than 30 days after delivery of the goods ex works, by bank transfer, free of charge and without cash discount. Timeliness of payment shall be determined by the date the full invoice amount is received by the Supplier. However, if it has been agreed that the goods are to be collected for shipment by the Purchaser within a certain period after the Supplier's notice of readiness for dispatch, the Supplier shall be entitled to invoice the goods as of the date such notice is given. In this case, the purchase price shall, in deviation from sentence 1, be due 30 days after the invoice date.

3. In the event of default in payment, the statutory default interest pursuant to Section 288 para. 2 BGB shall apply (9 percentage points above the base rate pursuant to Section 247 BGB). The Supplier is further entitled to demand the lump-sum default compensation pursuant to Section 288 para. 5 BGB. The right to prove further default damages remains reserved.

4. The Purchaser may only set off claims that are undisputed or have been finally and non-appealably established.

5. The Supplier is entitled to assign its claims against the Purchaser for financing purposes.

## IV. Retention of Title

1. The Supplier retains title to the manufactured goods until full payment of all present and future claims arising from the contractual relationship and an ongoing business relationship (secured claims).

2. Goods subject to retention of title may not be pledged to third parties or assigned as security prior to full payment of the secured claims. The Purchaser must notify the Supplier in writing without delay if an application for insolvency proceedings has been filed or if third parties access goods belonging to the Supplier (e.g., seizure).

3. The Purchaser is obliged to handle the goods with care; in particular, it is obliged to insure them adequately at its own expense against fire, water and theft damage at replacement value.

4. In the event of conduct by the Purchaser in breach of contract, in particular non-payment of the due purchase price, the Supplier is entitled to withdraw from the contract in accordance with statutory provisions and/or to demand return of the goods on the basis of the retention of title. A demand for return does not simultaneously constitute a declaration of withdrawal; rather, the Supplier is entitled merely to demand return of the goods while reserving the right of withdrawal. If the Purchaser fails to pay the due purchase price, the Supplier may only assert these rights if it has first unsuccessfully set the Purchaser a reasonable deadline for payment, or if such a deadline is dispensable under statutory provisions.

5. The Purchaser is, until revoked as set out in 4.5 c) below, authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall additionally apply.

   a. The retention of title extends to the products resulting from processing, mixing or combination, at their full value, with the Supplier deemed to be the manufacturer. If, in the case of processing, mixing or combination with goods of third parties, their ownership rights remain, the Supplier acquires co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered subject to retention of title.

   b. The Purchaser hereby already assigns to the Supplier, by way of security, the claims against third parties arising from the resale of the goods or product, in full or in the amount of any co-ownership share pursuant to the preceding paragraph. The Supplier accepts this assignment. The Purchaser's obligations set out in 4.2 also apply with regard to the assigned claims.

   c. The Purchaser remains authorised to collect the claim in addition to the Supplier. The Supplier undertakes not to collect the claim as long as the Purchaser meets its payment obligations towards the Supplier, there is no deficiency in its ability to pay, and the Supplier does not assert the retention of title by exercising a right under 4.4. If this is the case, however, the Supplier may require the Purchaser to disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the related documents, and notify the debtors (third parties) of the assignment. In addition, the Supplier is in this case entitled to revoke the Purchaser's authority to further resell and process the goods subject to retention of title.

6. The Supplier undertakes to release the securities held under this clause to the extent that their value exceeds the secured claims by more than 10%.

## V. Delivery Periods and Delay in Delivery

1. The delivery period is agreed individually.

2. Compliance with delivery periods presupposes the timely receipt of all documents, necessary permits and approvals to be provided by the Purchaser, as well as the Purchaser's compliance with the agreed payment terms and other obligations. If these requirements are not fulfilled in time, the periods shall be extended appropriately; this shall not apply if the Supplier is responsible for the delay.

3. If binding delivery periods cannot be met for reasons for which the Supplier is not responsible (unavailability of performance), the Supplier will inform the Purchaser thereof without delay and at the same time notify the anticipated new delivery period. If the goods are also not available within the new delivery period, the Supplier is entitled to withdraw from the contract in whole or in part; any consideration already rendered by the Purchaser will be refunded by the Supplier without delay. A case of unavailability of performance in this sense includes, in particular, the Supplier's own supplier failing to deliver to the Supplier in time, provided the Supplier has concluded a congruent covering transaction, neither the Supplier nor its supplier is at fault, and the Supplier is not obliged to procure the goods in the individual case.

4. Events of force majeure (including but not limited to natural disasters, pandemics, official measures, energy or raw material shortages, labour disputes, supply chain disruptions) shall release the parties from their performance obligations for the duration and to the extent of their effect. Delivery periods shall be extended accordingly.

5. Whether the Supplier is in default of delivery shall be determined in accordance with statutory provisions. In any event, however, a reminder (Mahnung) by the Purchaser is required. If the Supplier culpably falls into default of delivery, the Purchaser may demand lump-sum compensation for its default damages. The lump-sum compensation amounts to 0.5% of the net price (delivery value) for each completed calendar week of delay, but no more than 5% in total of the delivery value of the goods delivered late. The Supplier reserves the right to prove that the Purchaser suffered no damage at all, or only substantially less damage, than the above lump sum.

6. Asserting default damages beyond the lump sum under 5.4 is excluded. In all other respects, Section IX applies to claims for damages due to delay in delivery.

## VI. Delivery, Transfer of Risk, Acceptance; Default of Acceptance

1. Delivery is made at the Supplier's place of business, which is also the place of performance for delivery and any subsequent performance. At the Purchaser's request and expense, the goods will be shipped to another destination (sale involving carriage of goods). Unless otherwise agreed, the Supplier is entitled to determine the mode of shipment itself (in particular the carrier, shipping route, packaging).

2. The risk of accidental loss and accidental deterioration of the goods passes to the Purchaser at the latest upon handover. In the case of a sale involving carriage of goods, however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, passes already upon delivery of the goods to the freight forwarder, the carrier, or the person or institution otherwise designated to carry out the shipment. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work apply accordingly to an agreed acceptance. Handover or acceptance shall be deemed equivalent if the Purchaser is in default of acceptance.

3. If the Purchaser is in default of acceptance, fails to perform an act of cooperation, or if the Supplier's delivery is delayed for other reasons attributable to the Purchaser, the Supplier is entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs). The Supplier is entitled to charge a lump-sum compensation of 0.5% of the net price (delivery value) per week, up to a maximum of 5% in total. Proof of higher damages and statutory claims (in particular reimbursement of additional expenses, reasonable compensation) remain unaffected; however, the lump sum shall be credited against further monetary claims. The Purchaser retains the right to prove that the Supplier suffered no damage at all, or only substantially less damage, than the above lump sum.

## VII. Acceptance of Goods, Partial Deliveries

1. The Purchaser may not refuse to accept goods on account of immaterial defects.

2. The Supplier is entitled to make partial deliveries.

## VIII. Purchaser's Claims for Defects

1. The Purchaser's rights in the event of defects of quality and title (including incorrect delivery and short delivery, as well as improper assembly or defective assembly instructions) shall be governed by statutory provisions, except as otherwise provided below. In all cases, statutory special provisions remain unaffected in the case of final delivery of unprocessed goods to a consumer, even if the consumer has processed them further (supplier recourse pursuant to Sections 445a et seq. BGB). The Purchaser's claims arising from supplier recourse pursuant to Sections 445a et seq. BGB exist exclusively to the extent mandatory by law. To the extent legally permissible, further recourse claims are excluded.

2. The basis of the Supplier's liability for defects is above all the agreement reached on the quality of the goods. All product descriptions that are the subject of the individual contract or that have been publicly disclosed by the Supplier (in particular in catalogues or on the internet homepage) shall be deemed an agreement on the quality of the goods.

3. Insofar as the quality has not been agreed, it shall be assessed pursuant to the statutory provisions whether a defect exists or not (Section 434 para. 1 sentences 2 and 3 BGB). However, the Supplier assumes no liability for public statements made by the manufacturer or other third parties (e.g., advertising statements).

4. The Purchaser's claims for defects require that it has complied with its statutory duties of inspection and notification of defects (Sections 377, 381 of the German Commercial Code (HGB)). If a defect becomes apparent upon delivery, inspection, or at any later point in time, the Supplier must be notified thereof in writing without delay. In any event, obvious defects must be notified in writing within 5 business days of delivery of the goods, and defects not identifiable upon inspection within the same period from their discovery. If the Purchaser fails to properly inspect the goods and/or notify defects, the Supplier's liability for the defect not notified, or not notified in time or properly, is excluded in accordance with statutory provisions.

5. If the delivered item is defective, the Supplier may initially choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). Its right to refuse subsequent performance under the statutory requirements remains unaffected.

6. The Supplier is entitled to make the owed subsequent performance conditional upon the Purchaser having paid the due purchase price. However, the Purchaser is entitled to withhold a portion of the purchase price that is reasonable in relation to the defect.

7. The Purchaser must give the Supplier the time and opportunity required for the owed subsequent performance, in particular to hand over the goods complained of for inspection purposes. In the case of replacement delivery, the Purchaser must return the defective item to the Supplier in accordance with statutory provisions. Subsequent performance does not include either removal of the defective item or its reinstallation if the Supplier was not originally obliged to install it.

8. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, shall be borne or reimbursed by the Supplier in accordance with statutory provisions, if a defect actually exists. Otherwise, the Supplier may demand reimbursement from the Purchaser of the costs arising from the unjustified request for defect remediation (in particular inspection and transport costs), unless the absence of a defect was not recognisable to the Purchaser.

9. In urgent cases, e.g., where operational safety is at risk or to avert disproportionate damage, the Purchaser has the right to remedy the defect itself and to demand reimbursement from the Supplier of the expenses objectively necessary for this purpose. The Supplier must be notified of any such self-remedy without delay, if possible in advance. The right of self-remedy does not exist if the Supplier would be entitled to refuse the corresponding subsequent performance under statutory provisions.

10. If subsequent performance has failed, or a reasonable deadline to be set by the Purchaser for subsequent performance has expired unsuccessfully or is dispensable under statutory provisions, the Purchaser may withdraw from the contract for work and materials or reduce the purchase price. However, there is no right of withdrawal in the case of an immaterial defect.

11. The Purchaser's claims for damages or reimbursement of futile expenses shall, even in the case of defects, exist exclusively in accordance with Section IX and are otherwise excluded.

## IX. Liability

1. Unless otherwise provided in these GTC, including the following provisions, the Supplier shall be liable for breach of contractual and non-contractual obligations in accordance with statutory provisions.

2. The Supplier shall be liable for damages – irrespective of the legal grounds – without limitation in cases of intent, gross negligence, and injury to life, body or health.

3. In cases of simple negligence, the Supplier shall, subject to a milder standard of liability under statutory provisions (e.g., for care in one's own affairs), be liable only for damages arising from a not insignificant breach of material contractual obligations (cardinal obligations). In this case, the Supplier's liability is limited to the typical, foreseeable damage, capped at the net order value or EUR 250,000 per claim, whichever amount is higher. In all other respects, the Supplier's liability for simply negligent breaches of duty is excluded.

4. The limitations of liability arising from Section 9.3 also apply to breaches of duty by, or for the benefit of, persons for whose fault the Supplier is responsible under statutory provisions. They do not apply insofar as the Supplier has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods, and for claims of the Purchaser under the German Product Liability Act.

5. In the case of simply negligent breach of material contractual obligations, the Supplier shall not be liable for indirect damages or consequential damages, in particular not for loss of profit, production downtime or business interruption, insofar as these damages do not constitute typical, foreseeable damage. The above limitation does not apply in the cases referred to in Section IX.2.

6. The Purchaser may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if the Supplier is responsible for the breach of duty. A free right of termination for the Purchaser is excluded. In all other respects, the statutory requirements and legal consequences apply.

## X. Limitation Period

1. In deviation from Section 438 para. 1 no. 3 BGB, the general limitation period for claims arising from defects of quality and title is one year from delivery. Insofar as acceptance has been agreed, the limitation period begins upon acceptance.

2. Statutory special provisions regarding limitation periods (in particular Section 438 para. 3, Sections 444, 445b BGB) remain unaffected.

3. The above limitation periods under sales law shall also apply to the Purchaser's contractual and non-contractual claims for damages based on a defect in the goods, unless application of the regular statutory limitation period (Sections 195, 199 BGB) would result in a shorter limitation period in the individual case. However, the Purchaser's claims for damages under Section 9 para. 2 sentence 1 and sentence 2 a), as well as under the Product Liability Act, are subject exclusively to the statutory limitation periods.

## XI. Export Control / Sanctions Law

The Purchaser undertakes to comply with all applicable export, customs and sanctions regulations.

Delivery and performance by the Supplier are subject to the proviso that no national or international regulations, in particular under foreign trade law, EU embargo law or U.S. sanctions law, stand in the way.

The Purchaser warrants that the goods delivered by the Supplier will not be used for prohibited or licensable purposes, or passed on to sanctioned persons, organisations or states.

If the Purchaser breaches its export or sanctions law obligations, the Supplier is entitled to withdraw from the contract and demand damages.

## XII. Confidentiality and Intellectual Property Rights

All commercial, technical or other information made accessible to the Purchaser in connection with the contract (in particular drawings, CAD data, bills of materials, calculations, specifications, prototypes, software) must be treated as confidential and must not be made accessible to third parties.

The foregoing obligations shall also apply beyond the termination of the contractual relationship.

All ownership, copyright and industrial property rights in all documents and work results provided by the Supplier shall remain with the Supplier, unless expressly agreed otherwise in writing.

The Purchaser shall, if necessary, receive a simple, non-transferable right of use exclusively for the purpose provided for under the contract.

## XIII. Compliance / ESG / Supply Chain

The parties undertake to comply with all applicable statutory provisions, in particular those relating to anti-corruption, occupational health and safety, environmental protection, and human rights due diligence obligations along the supply chain.

The Purchaser warrants that it will not take any action that would expose the Supplier to a breach of applicable compliance or ESG requirements.

## XIV. Data Protection

The parties shall process personal data exclusively in accordance with data protection law provisions, in particular the GDPR, and only for the performance of the contract.

## XV. Governing Law, Place of Jurisdiction

1. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

2. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the Supplier's place of business.

## XVI. Final Provisions

1. Amendments and supplements require text form (Section 126 BGB).

2. Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected.