

General Terms and Conditions of Delivery and Service

1. General Provisions and Scope of Application

1. These General Terms and Conditions of Delivery and Service (“GTC”) apply to all of our business relationships with our customers (“Purchaser”).
2. These GTS apply in particular to contracts for the sale and/or delivery of movable property (“Goods”), regardless of whether we manufacture the Goods ourselves or purchase them from suppliers (Sections 433, 650 of the German Civil Code (BGB)). Unless otherwise agreed, the GTS in the version valid at the time of the Purchaser’s order—or, in any case, in the version most recently communicated to the Purchaser in writing—shall apply as a framework agreement also to similar future contracts, without our having to refer to them again in each individual case.
3. Our deliveries, services, and offers are made exclusively in accordance with these General Terms and Conditions (GTC); we do not recognize any terms and conditions of the purchaser that conflict with or deviate from our GTC, unless we have expressly agreed to their validity in writing. Our General Terms and Conditions shall apply even if we carry out the delivery to the purchaser without reservation while being aware of the purchaser’s terms and conditions that conflict with or deviate from our General Terms and Conditions, or if the purchaser refers to its general terms and conditions in connection with the order and we do not expressly object to them.
4. Our General Terms and Conditions apply only to business entities (Section 14 of the German Civil Code (BGB)), legal entities under public law, and special funds under public law.
5. Individual agreements made with the purchaser on a case-by-case basis (e.g., framework supply agreements or quality assurance clauses) and information contained in our order confirmation shall in all cases take precedence over these General Terms and Conditions. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms published by the International Chamber of Commerce in Paris (ICC) in the valid version at the time the contract is concluded.
6. Legally significant statements and notices from the purchaser regarding the contract (e.g., setting a deadline, issuing a reminder, or withdrawing from the contract) must be submitted in writing. “In writing” as used in our Terms and Conditions of Purchase includes written and text-based forms (e.g., letter, email, fax). Statutory formal requirements and further evidence - particularly in cases of

doubt regarding the legitimacy of the person making the declaration - remain unaffected.

7. Where reference is made below to the applicability of statutory provisions, this is for clarification purposes only. Even without such clarification, the statutory provisions therefore apply to the extent that we have not directly amended or expressly excluded them in our Terms and Conditions of Purchase.
8. We adhere to the regulations of the Association of German Electrical Engineers (VDE), which - to the extent permitted - become an integral part of the contract.

2. Conclusion of the Contract

1. Our offers are subject to change and non-binding, and are subject to prior sale, unless they are expressly designated as binding. This also applies if we have provided the purchaser with samples, catalogs, other product descriptions, or documents - including in electronic form - for which we reserve ownership rights and copyrights.
2. The purchaser's order for the goods shall be deemed a binding offer to enter into a contract. Unless otherwise specified in the order, we are entitled to accept this offer to enter into a contract within two (2) weeks of its receipt by us.
3. We accept contract offers exclusively in writing by issuing an order confirmation to the customer. Any other verbal or written agreements shall also become effective only if they have been set forth in writing.
4. The documents provided by the customer (specifications, drawings, samples, or the like) shall be binding on us; the customer is liable for their accuracy, technical feasibility, and completeness; we are not obligated to verify them.

3. Prices and Terms of Payment

1. Unless otherwise agreed in individual cases, our prices current at the time the contract is concluded shall apply (ex warehouse, plus applicable sales tax and freight charges, excluding installation or assembly).
2. Unless otherwise specified in the order confirmation, our prices are EXW (ex works in Mülheim-Kärlich) in accordance with Incoterms 2020 or the current version. Packaging costs are not included in the prices unless expressly agreed otherwise.

3. Unless otherwise specified in the order confirmation, our invoices are due for payment net (without deduction) within fourteen (14) days of the invoice date and receipt of the invoice. However, even within the context of an ongoing business relationship, we are entitled at any time to make a delivery, in whole or in part, only against advance payment. We shall declare such a reservation no later than upon issuance of the order confirmation. In the event of late payment by the purchaser, we are entitled to charge interest on late payments.
4. The customer is not entitled to withhold payments or set them off against counterclaims, unless such counterclaims have been acknowledged by us, are undisputed, or have been legally established. The customer's counterclaims arising from the same contract due to defects, non-performance, and/or unfinished or incomplete performance remain unaffected by this provision.
5. If, after the conclusion of the contract, it becomes apparent (e.g., due to the termination of trade credit insurance or a petition for the commencement of insolvency proceedings) that our claim to the purchase price is at risk due to the purchaser's inability to pay, we are entitled, in accordance with statutory provisions, to refuse performance and - if necessary, after setting a deadline - to withdraw from the contract (Section 321 of the German Civil Code (BGB)). In the case of contracts for the manufacture of non-replaceable items (custom-made products), we may declare our withdrawal immediately; the statutory provisions regarding the dispensability of setting a deadline remain unaffected.

4. Delivery Time, Delay in Delivery, Force Majeure

1. Unless expressly agreed otherwise, delivery times are approximate. A delivery period does not begin until all details of the order have been clarified and both parties have agreed on the terms of the order. Agreed delivery dates will be postponed accordingly.
2. Our fulfillment of our delivery obligation is further contingent upon the timely and proper fulfillment of the obligations incumbent upon the purchaser. This includes, in particular, the timely and complete provision of the documents to be supplied by the purchaser, insofar as we perform in accordance with the purchaser's drawings, specifications, samples, guidelines, and/or other documents. We reserve the right to raise the defense of non-performance of the contract.
3. The occurrence of a delay in delivery on our part is determined in accordance with statutory provisions. In any case, however, a written notice of default is

required. If we are in default of delivery, the purchaser may demand lump-sum compensation for damages resulting from the delay. The lump-sum compensation for damages amounts to 0.5% of the net price (delivery value) for each full calendar week of delay, but in no case shall it exceed a total of 5% of the delivery value of the goods delivered late. We reserve the right to prove that the purchaser has incurred no damages at all or only damages significantly less than the aforementioned lump sum.

4. If we are prevented from delivering goods or providing services on time due to force majeure - such as labor disputes for which we are not responsible, government measures, shortages of energy or raw materials, transportation bottlenecks or obstacles, pandemics or epidemics as well as measures taken to combat them, operational disruptions—e.g., due to fire, water damage, and/or machinery failure—or other disruptions in our operations or those of our suppliers or subcontractors for which we are not responsible, provided such disruptions are demonstrably of significant impact, we are obligated to inform the customer immediately. In such cases, we are entitled to postpone the delivery or performance date by the duration of the force majeure event or disruption, provided that we have fulfilled our obligation to provide notice as set forth above. If delivery or performance thereby becomes impossible, our obligation to perform shall cease, to the exclusion of any claim for damages. If the customer demonstrates that subsequent performance is of no interest to them as a result of the delay, they may withdraw from the contract, excluding any further claims. If the event of force majeure or disruption lasts longer than one (1) month, we may withdraw from the contract with respect to the unfulfilled portion, provided that we have fulfilled our obligation to provide notice as set forth above and provided that we have not assumed the procurement risk or provided a delivery guarantee.
5. Force majeure is any event external to the business, caused by external natural forces or by the actions of third parties, that is unforeseeable according to human judgment and experience, and that cannot be prevented or rendered harmless even by the utmost reasonably expected under the circumstances, and which we are not required to accept due to its frequency.
6. Section 4.4 applies mutatis mutandis to the extent that, prior to concluding the contract with the purchaser, we entered into a corresponding hedging transaction that, if properly executed, would have enabled us to fulfill our contractual delivery obligations to the purchaser, and we are not supplied by our supplier, or are not supplied correctly and/or on time, and we are not at fault for this.

7. If we are in delay, the customer is entitled to set a reasonable grace period in writing and, upon its fruitless expiration, to withdraw from the contract. Setting a grace period is not required if we seriously and definitively refuse to perform, or if the underlying contract is a fixed-date transaction within the meaning of Section 323 of the German Civil Code (BGB) or Section 376 of the German Commercial Code (HGB), or if special circumstances exist that, upon weighing the interests of both parties, justify immediate withdrawal.
8. The purchaser's rights under Section 11 of these General Terms and Conditions and our statutory rights - in particular in the event of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance) - remain unaffected.

5. Transfer of Risk and Shipping, Installation, and Assembly

1. Unless otherwise specified in the order confirmation, delivery is agreed upon on an EXW (ex works) basis in accordance with Incoterms 2020 or the current version. The place of delivery and performance is the location of our plant in Mülheim-Kärlich. This applies even if we have assumed the transportation costs or advanced them on behalf of the purchaser, or if partial deliveries are made.
2. At the purchaser's request and expense, the goods will be shipped to another destination (sale with shipping).
3. If shipment has been agreed upon, the risk of accidental loss or accidental deterioration of the goods shall pass to the purchaser upon handover to the forwarding agent, the carrier, or any other person or entity designated to carry out the shipment. This applies even if we have assumed the transportation costs or advanced them on behalf of the purchaser, or if partial deliveries are made. If shipment or handover is delayed for reasons attributable to the buyer, the risk shall pass to the buyer as of the day on which the goods are ready for shipment and we have notified the buyer thereof.
4. To the extent that an acceptance procedure has been agreed upon, it shall determine the transfer of risk. In all other respects, the statutory provisions governing contracts for work and services shall apply mutatis mutandis to an agreed acceptance procedure, unless otherwise specified below.
5. To the extent that an acceptance is to take place, the goods shall be deemed accepted if

- (i) the delivery and, to the extent that we are also obligated to perform installation, the installation has been completed,
- (ii) we have notified the Purchaser of this, referring to the deemed acceptance under this Section 5.5, and have requested that the Purchaser accept the goods,
- (iii) twenty (20) business days have elapsed since delivery or installation, and
- (iv) the purchaser has failed to accept the goods within this period, unless such failure to accept was due to a defect reported to us that renders the use of the purchased goods impossible or significantly impairs it.

6. Delivery or acceptance shall be deemed to have taken place if the purchaser is in default of acceptance.

7. The buyer is obligated to take out separate transportation insurance. The buyer must inform us in writing if a specific mode of transportation is desired for shipment. The buyer shall bear any costs incurred in this regard, even if we have, in exceptional cases, otherwise assumed the transportation costs.

8. We are authorized to make partial deliveries, provided this is reasonable for the buyer, taking the buyer's interests into account.

9. If the buyer is in default of acceptance or if the delivery is delayed for reasons for which the buyer is responsible, we are entitled to demand compensation for the resulting damages, including additional expenses. In such cases, we will store the products at the buyer's risk and invoice the buyer for the storage costs.

10. If the customer requests installation and assembly of the goods, the customer shall bear the associated costs. The customer must ensure that all necessary connections are in place and that appropriate safety devices are available.

6. Packaging

1. Unless otherwise agreed, the choice of packaging is at our discretion in accordance with our professional judgment. The costs of packaging shall be borne by the purchaser.

2. The packaging of our products (including transport packaging, sales packaging, and outer packaging) must be disposed of properly. Therefore, pursuant to Section 15(1)

3. Of the Packaging Act (VerpackG), we are legally obligated to organize and monitor the proper return and recycling of our packaging.

4. In the interest of efficient and responsible use of resources, particularly to avoid unnecessary transportation, the purchaser agrees, on our behalf and in accordance with applicable law, to properly dispose of the packaging of the products we deliver (including shipping packaging, sales packaging, and outer packaging) at its own expense.
5. Upon request, the purchaser shall immediately provide us with proof, in an appropriate form, of the proper disposal of the packaging of the products we have delivered and shall cooperate to the extent necessary with packaging-related proceedings conducted by the competent authorities.
6. The purchaser undertakes to use or further process the products delivered by us to it immediately within its own business operations or to deliver them to further-processing facilities, so that the packaging of the respective products does not become waste at a private end-consumer's premises or at comparable generation points pursuant to Section 3(11) of the Packaging Act (VerpackG).

7. Retention of Title

1. We retain title to the goods sold until all of our current and future claims arising from the sales contract and an ongoing business relationship (secured claims) have been paid in full.
2. The goods subject to retention of title may not be pledged to third parties or transferred as security by the purchaser without our express written consent prior to full payment of the secured claims. In the event of seizures or other interventions by third parties, the buyer must notify us immediately in writing so that we may file a lawsuit pursuant to § 771 of the German Code of Civil Procedure (ZPO). If the lawsuit is successful and the third party is unable to reimburse us for the judicial or extrajudicial costs of a lawsuit pursuant to § 771 ZPO, the buyer shall be liable for the costs incurred by us.
3. The purchaser is entitled to resell the delivered goods in the ordinary course of business; however, the purchaser hereby assigns to us all claims in the amount of the final invoice amount (including sales tax) of our claims arising from the resale against its customers or third parties, regardless of whether the purchased goods were resold as-is or after processing. The purchaser remains authorized to collect this claim even after the assignment. Our right to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as no bills of exchange or checks are protested, the purchaser

meets its payment obligations from the proceeds received, is not in default of payment, and no petition has been filed to open insolvency proceedings against its assets. If any of these conditions are met, however, we may demand that the purchaser disclose to us the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents, and notify the debtors (third parties) of the assignment.

4. Any processing or transformation of the goods subject to retention of title delivered by us by the purchaser shall always be carried out on our behalf. If the goods subject to retention of title delivered by us are processed with other items or materials not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the other processed items or materials at the time of processing. In all other respects, the same provisions shall apply to the item created by processing as to the goods delivered subject to retention of title.
5. If the goods subject to retention of title delivered by us are inseparably mixed with or combined with other items or materials that do not belong to us in such a way that they become essential components of a single item, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the value of the other mixed or combined items or materials at the time of combination or mixing. If the combination or mixing occurs in such a way that the customer's item is to be regarded as the principal item, it is hereby agreed that the customer shall transfer proportional co-ownership to us. The customer shall hold the resulting co-ownership in safekeeping for us. In all other respects, the same provisions apply to the item created by combination or mixing as to the goods delivered under retention of title.
6. The purchaser is obligated to handle the goods subject to retention of title with due care; in particular, the purchaser is obligated to insure them at its own expense against fire, water damage, and theft at replacement value. If maintenance and inspection work is necessary, the purchaser must carry it out in a timely manner at its own expense.
7. In the event of the loss or damage of the goods subject to retention of title, the purchaser hereby assigns to us in advance any claims for insurance benefits arising in this connection, in the amount of the final invoice total (including sales tax) of our claims with respect to the delivered goods, as additional security.
8. If, in the case of deliveries abroad, certain measures and/or declarations by the purchaser are required in the country of import for the retention of title as set forth above or the other rights on our part specified in the preceding paragraphs

to be effective, the Buyer must notify us of this immediately in writing or in text form and must carry out or submit these measures and/or declarations without delay at its own expense. If the law of the importing country does not permit a retention of title, the buyer is obligated to provide us, at its own expense and without delay, with other suitable security interests in the delivered goods or other security interests at our reasonable discretion (§ 315 BGB).

9. We undertake to release the security to which we are entitled at the purchaser's request to the extent that the realizable value of our security exceeds the claims to be secured by more than 10%; the selection of the security to be released is at our discretion.

8. Intellectual Property

1. Unless otherwise agreed, we shall be entitled to the rights to the results of our services (in particular, any rights to inventions, copyrights, and other industrial property rights) in relation to the Customer. Upon full payment of the agreed compensation (or the respective installments due), the Customer shall receive the non-exclusive, non-transferable right, unlimited in time and territory, to use the results of our services (subject to compliance with any other terms of our agreement with the Customer) for its own business purposes or for the purposes specified in the offer and/or the order confirmation. The granting of further rights of use requires a separate agreement.
2. Unless otherwise agreed, the rights to the customer's existing results remain with the customer. We are entitled to use the customer's existing results if and to the extent that this is necessary for the performance of the agreed services.

9. Provisions Regarding Included Software

1. The following provisions apply to the software included with the goods.
2. The purchaser is granted the non-exclusive, transferable, permanent or temporary, geographically unrestricted right to use the software supplied with the goods; this includes, in particular, the right to permanently or temporarily store and load the software, to display it, and to run it. The purchaser is responsible for ensuring the proper use of the software through appropriate technical and organizational measures. The rights of use are limited to use with the goods. Any use deviating from this requires our express written consent and shall give rise to additional compensation commensurate with the further use. This does not apply to the extent and for as long as the purchaser uses the software with

replacement goods to the agreed extent due to a malfunction of the delivered goods. The purchaser may transfer the right to use the software only together with the associated goods. If the purchaser exercises its right to transfer the right to use, it must impose its contractual obligations regarding the content and scope of the rights of use on the third person. Upon transfer to the third party, the client is no longer authorized to use the software. Any copies of the software not transferred to the third party must be deleted. However, the customer is not obligated to delete any copies created as part of a proper data backup or retained exclusively for testing and archiving purposes, unless otherwise agreed.

3. Software updates may be provided to the Customer. With regard to updates, we always grant the Customer the same rights as those applicable to the previous version of the software. The parties may also agree on additional circumstances under which updates will be provided. The Customer is obligated to allow the installation of updates if this serves to resolve malfunctions or maintain security. We are not obligated to provide upgrades that expand functionality.
4. Support: To the extent contractually agreed, we will advise and assist the customer by telephone regarding the use of the software as well as in the event of software malfunctions. For this purpose, we provide the customer with a hotline.
5. The parties agree to maintain confidentiality regarding all confidential matters that come to their attention in connection with the provision of the software, in particular the other party's trade or business secrets and neither to disclose such information nor to exploit it in any other way. To the extent that we process personal data in the course of support and maintenance, we do so in compliance with applicable data protection regulations, in particular on the basis of a data processing agreement pursuant to Art. 28 of the GDPR.

10. Warranty and Liability for Breaches of Duty

1. Unless otherwise specified below, the statutory provisions apply to the purchaser's rights in the event of material defects and defects of title (including incorrect or incomplete deliveries, as well as improper assembly/installation or defective instructions).
2. In all cases, the statutory provisions governing the sale of consumer goods (Sections 474 et seq. of the German Civil Code (BGB)) and the purchaser's rights arising from separately issued warranties - in particular those provided by the manufacturer - remain unaffected.

3. Our liability for defects is based primarily on the agreement regarding the quality and intended use of the goods (including accessories and instructions). Product descriptions or manufacturer specifications shall be deemed to constitute an agreement regarding quality in this sense only if this was contractually agreed upon or if such descriptions or specifications were publicly disclosed by us (in particular in catalogs) at the time the contract was concluded.
4. If no specific quality has been agreed upon, the existence of a defect must be determined in accordance with statutory provisions (Section 434(3) of the German Civil Code (BGB)). Public statements made by the manufacturer or on its behalf - particularly in advertising or on the product label - take precedence over statements made by other third persons.
5. For goods containing digital elements or other digital content, we are obligated to provide and, if applicable, update the digital content only to the extent that this is expressly stipulated in an agreement regarding quality pursuant to Section 8.3. We assume no liability for public statements made by the manufacturer or other third parties in this regard.
6. The purchaser's warranty rights are contingent upon the purchaser having duly fulfilled its obligations to inspect and report defects pursuant to Sections 377 and 381 of the German Commercial Code (HGB). If the purchaser fails to conduct a proper inspection and/or report defects, our liability for defects that were not reported, or were not reported in a timely or proper manner, is excluded in accordance with statutory provisions. In the case of goods intended for assembly, fitting, or installation, this also applies if the defect became apparent only after the relevant processing as a result of a breach of one of these obligations; in this case, in particular, the purchaser has no claim for reimbursement of the corresponding costs ("removal and installation costs"). If the contractual relationship between us and the purchaser is a contract for work and services, § 377 of the German Commercial Code (HGB) applies mutatis mutandis.
7. If an acceptance inspection or an initial sample inspection has been agreed upon with the customer, claims for defects that the customer could have detected during a careful acceptance inspection or initial sample inspection are excluded.
8. If the delivered goods or the manufactured product are defective, we may initially choose whether to provide subsequent performance by remedying the defect (repair) or by delivering defect-free goods (replacement). If the type of subsequent performance we have chosen is unreasonable for the purchaser in a

specific case, the purchaser may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

9. We are entitled to make the owed subsequent performance contingent upon the purchaser's payment of the purchase price due. However, the purchaser is entitled to withhold a portion of the purchase price that is reasonable in relation to the defect.
10. The purchaser must grant us the time and opportunity necessary to perform the required remedial measures, in particular by handing over the goods subject to complaint for inspection. In the event of a replacement delivery, the purchaser must return the defective goods to us upon request in accordance with statutory provisions; however, the purchaser has no right to return the goods. Subsequent performance does not include the removal, dismantling, or deinstallation of the defective goods, nor the installation, fitting, or assembly of defect-free goods, if we were not originally obligated to perform these services. The customer's claims for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.
11. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance - in particular, transportation, travel, labor, and material costs, as well as, if applicable, removal and installation costs - in accordance with statutory provisions and these General Terms and Conditions (ALB), provided that a defect actually exists.
12. Otherwise, we may demand that the purchaser reimburse us for the costs incurred as a result of the unjustified request to remedy the defect if the purchaser knew or should have known that a defect actually existed.
13. In urgent cases, e.g., where operational safety is at risk or to prevent disproportionate damage, the purchaser has the right to remedy the defect itself and to demand reimbursement from us for the expenses objectively necessary to do so. We must be notified of such self-remediation immediately, if possible in advance. The right to remedy the defect oneself does not apply if we would be entitled to refuse corresponding subsequent performance in accordance with statutory provisions.
14. If the remedy has failed, or if a reasonable period for remedy to be set by the purchaser has expired without result or is not required under statutory provisions, the purchaser may, in accordance with statutory provisions, rescind the purchase contract or reduce the purchase price. However, there is no right of rescission in the case of a minor defect.

15. Claims by the purchaser for reimbursement of expenses pursuant to § 445a(1) of the German Civil Code (BGB) are excluded, unless the final contract in the supply chain is a sale of consumer goods (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c, sentence 2; 327(5), 327u BGB). The purchaser's claims for damages or reimbursement of futile expenses (§ 284 BGB) shall apply, even in the event of defects in the goods, only in accordance with Section 11 below and are otherwise excluded. Section 12 of these General Terms and Conditions of Business (ALB) applies to the statute of limitations periods.

10. Exclusions and Limitations of Liability

1. Subject to the provisions of Section 11.2, we shall be liable for damages - whether arising from contractual, extracontractual, or other claims for damages, regardless of the legal basis, in particular due to defects, delay and impossibility of performance, fault during contract negotiations, and tort - only in cases of willful misconduct and/or gross negligence, including willful misconduct and/or gross negligence on the part of our representatives or agents. In addition, we are also liable in cases of simple negligence - including simple negligence on the part of our representatives and agents - for damages resulting from a breach of a material contractual obligation, i.e., an obligation whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the purchaser may therefore reasonably rely (cardinal obligation). However, unless we are accused of an intentional breach of duty, our liability for damages is limited to the foreseeable, typically occurring damage.
2. The exclusions and limitations of liability set forth in Section 11.1 do not affect claims for damages resulting from injury to life, body, or health, nor do they affect the customer's claims under the Product Liability Act, the special statutory provisions applicable to the final delivery of goods to a consumer, or other mandatory statutory liability provisions. Furthermore, the foregoing exclusions or limitations of liability do not apply to the extent that we have fraudulently concealed a defect or to the extent that we are liable due to the assumption of a warranty or the assumption of the procurement risk.
3. Sections 11.1 through 11.2 also apply if the purchaser demands reimbursement for wasted expenses in lieu of a claim for damages in lieu of performance.

4. To the extent that our liability for damages is excluded or limited, this also applies with respect to the personal liability for damages of our employees, workers, staff, representatives, and agents based on the same legal grounds.

12. Statute of Limitations

1. The purchaser's claims arising from material defects and defects of title are subject to a statute of limitations of one (1) year from delivery. If acceptance has been agreed upon, the statute of limitations begins upon acceptance.
2. Mandatory statute of limitations provisions remain unaffected. The shortened statute of limitations referred to in Section 12.1 does not apply to claims arising from injury to life, limb, or health; to claims based on willful misconduct and/or gross negligence; or to claims arising from the assumption of a warranty or the assumption of the procurement risk. The longer limitation periods under § 438(1)(1) of the German Civil Code (BGB) (real rights of a third party), §§ 438(1)(2), 634a(1)(2) BGB (structures, building materials, and components, as well as planning services for a structure), §§ 438(3) and 634a(3) of the German Civil Code (BGB) (fraud). If the final contract in the supply chain is a sale of consumer goods within the meaning of § 474 of the German Civil Code (BGB) (i.e., where the goods are ultimately delivered to a consumer), the statute of limitations periods under § 445b of the German Civil Code (BGB) also remain unaffected.
3. The statute of limitations periods applicable to claims for material defects and defects of title pursuant to Sections 12.1 and 12.2 shall apply mutatis mutandis to the Purchaser's concurrent contractual and non-contractual claims for damages arising from a defect in the contracted goods. However, if, in an individual case, the application of the statutory limitation rules were to result in an earlier expiration of the competing claims, the statutory limitation period shall apply to such competing claims. The statutory limitation periods under the Product Liability Act remain unaffected in any case.
4. To the extent that the statute of limitations for claims against us is shortened pursuant to Sections 12.1 through 12.3, this shortening shall apply mutatis mutandis to any claims of the purchaser against our legal representatives, employees, staff, agents, and vicarious agents that are based on the same legal grounds.

13. Rights of Withdrawal and Termination

1. In the event of a breach of obligation on our part that does not constitute a defect, the customer is entitled to withdraw from the contract only if we are responsible for the breach.
2. If the contract is a contract for work and services or a contract for work and materials involving movable, non-fungible items, the purchaser's right to terminate the contract at will (Sections 651, 649 of the German Civil Code (BGB)) is excluded.

14. Compliance with Laws

1. The purchaser is obligated to comply with the applicable legal provisions in connection with the contractual relationship. This applies in particular to anti-corruption and anti-money laundering laws, as well as antitrust, labor, and environmental protection regulations.
2. The purchaser shall comply with the applicable export control and sanctions regulations and laws of the European Union (EU), the United States of America (US/USA), and other jurisdictions ("export control regulations").
3. The customer shall notify us in advance and provide all information (including end-use) necessary for us to comply with export control regulations, particularly if our products, technology, software, services, or other goods are ordered for use in connection with
 - (i) a country or territory, or a natural or legal person, that is subject to restrictions or prohibitions under EU, U.S., or other applicable export control and sanctions regulations, or
 - (ii) the design, development, production, or use of military or nuclear goods, chemical or biological weapons, missiles, space or aircraft applications, and delivery systems therefore.
4. Our performance of our contractual obligations is subject to the condition that applicable export control regulations do not preclude such performance. In such a case, we are therefore specifically entitled to refuse or withhold performance of the contract without any liability toward the purchaser.

16. Place of Jurisdiction, Governing Law, Partial Invalidity

1. If the purchaser is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Koblenz; however, we are also entitled to bring an action against the purchaser at the court of his or her place of residence.
2. The contractual relationship shall be governed by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. Should any provision in these General Terms and Conditions of Sale and Delivery or any provision within the scope of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

OWT GmbH & Co. KG
In der Florinskaul 13
56218 Mülheim-Kärlich
Status: 09/2026

Special Provisions for Software Delivered Together with or Separately from Other Goods

Scope of Application

This software clause applies exclusively to standard software provided together with other deliveries or as part of a delivery. The General Terms and Conditions of Delivery and Payment apply only to the extent that the provisions below do not deviate from them.

The Supplier assumes no obligation to provide software services. Such services require a separate agreement.

- Right of Use

1. The Purchaser may use the program on only one device at a time (single-user license), unless the Purchaser is granted a multi-user license. The same applies to the use of the software in networks, even if the software is not copied in the process. "Use" is defined as any permanent or temporary, complete or partial

reproduction of the program through saving, loading, executing, or displaying it for the purpose of running the program and processing the data contained therein. The purchaser is not authorized to reproduce the user manual.

2. The customer may modify or edit the program only to the extent necessary for its intended use, for integration with other programs, or for error correction. Reverse engineering of the program code (decompilation) beyond what is permitted by law is not permitted. The customer may not remove alphanumeric or other identifiers from the data carriers and must transfer them unchanged to every backup copy.
3. The customer may use the software only with the hardware specified in the contract documents; in the absence of such a specification, the customer may use the associated hardware supplied with the software. Use of the software with a different device requires the supplier's express written consent and, in the event of such use, shall give rise to an appropriate additional fee; this does not apply to the extent and for as long as the customer temporarily uses the software with a replacement device to the agreed extent due to a defect in the agreed-upon device.
4. The customer may make a backup copy of the software to the extent necessary to ensure future use. Otherwise, the customer may reproduce the software only under a multi-user license.
5. A prerequisite for a multi-user license is an express written confirmation from the supplier specifying the number of permitted copies that the customer may make of the licensed software and the number of devices or workstations on which the software may be used.

- Transfer of Risk When software is provided via electronic communication media (e.g., over the Internet), the risk passes when the software leaves the supplier's control (e.g., upon download).

3. Transfer of the Software Package

1. The customer, to whom the software is not provided for the purpose of commercial resale, may transfer the right to use the software to third parties only together with the device that the customer purchased from the supplier along with the software. In such cases, the customer must also contractually bind the third party to the obligations toward us arising from the transfer of the software package. The right to transfer does not extend to the transfer of copies or partial copies, nor to modified or edited versions or copies or partial copies made

thereof. The purchaser is not authorized to grant sublicenses. If the purchaser transfers the software to a third party, the purchaser is responsible for complying with any export requirements and must indemnify the supplier against any obligations arising therefrom.

2. Upon transfer of the software package, the right to use it is transferred to the third party, who thereby contractually replaces the purchaser, whose right of use expires at the same time.
3. Multiple licenses may be transferred to third parties only if they are transferred in their entirety, along with all devices on which the software may be used.
4. Upon transfer, the customer must immediately and completely destroy all copies, partial copies, and backup copies, as well as any modified or edited versions of the program and any copies, partial copies, and backup copies made thereof.
5. Renting out the software package or any part thereof is not permitted.

- Warranty

1. The customer acknowledges that it is not possible to develop computer programs in such a way that they are error-free under all conditions of use.
2. We warrant that the program provided fulfills the agreed-upon functions and possesses the characteristics expressly guaranteed in the contract. Any warranty is contingent upon use in accordance with the contract.
3. We also warrant that the original program is properly recorded on a tested data carrier. Preinstalled programs are excluded from this warranty.
4. Defects in the program must be reported to us immediately in writing. The defect must be described as precisely as possible. Only deviations from the specifications that are proven by the customer and can be reproduced shall be considered material defects in the software. The warranty period is always twelve months. The period begins at the time of transfer of risk.
5. If the software exhibits a material defect, the supplier must first be given the opportunity to remedy the defect within a reasonable period, but at least within a four-week period. The supplier has the right to choose the method of remedy.

We will not reimburse costs incurred by the buyer or a third party for remedying the defect. Claims for material defects do not exist

- in the case of only an insignificant deviation from the agreed-upon quality,
- in the case of only an insignificant impairment of usability,
- in the case of damage resulting from improper or negligent handling,
- in the case of damage resulting from special external influences not contemplated by the contract,
- for modifications made by the purchaser or third parties and the resulting consequences,
- for software expanded by the purchaser or a third party beyond an interface provided by the supplier for that purpose,
- for the compatibility of the provided software with the data processing environment used by the purchaser.

6. Beyond this scope, we assume no warranty, in particular that the program provided meets the specific requirements of the purchaser or user, nor for modified or edited versions of the program, unless the purchaser proves that the defects are in no way related to the modifications or edits. The purchaser bears sole responsibility for the selection, installation, and use of the programs, as well as for the results intended thereby.

- Additional Obligations of the Purchaser and Liability The purchaser must take all necessary and reasonable measures to prevent or limit damage caused by the software. In particular, the purchaser must ensure that programs and data are backed up regularly. If the purchaser culpably breaches this obligation, the supplier shall not be liable for any resulting consequences, in particular for the recovery of lost or damaged data or programs. This provision does not entail a shift in the burden of proof.

7. Damages

1. All further claims by the Customer or third parties - in particular claims for compensation for damages of any kind, including indirect or consequential

damages - are excluded, unless the injured party proves that the damage was caused by us through willful misconduct or gross negligence; however, we shall not be liable for indirect damages even in such cases.

2. In all other respects, our General Terms and Conditions apply accordingly.

8. Additional Rights

1. We reserve all further rights. This does not affect the purchaser's rights to exploit its own programs developed or operated through the intended use of the provided program, nor does it affect the purchaser's rights to all other work products achieved using the provided program.

9. Rental Terms and Conditions

1. The rental period begins when the goods are shipped and ends upon receipt at OWT.
2. Payment terms: 10 days net.
3. OWT GmbH & Co. KG charges a one-time setup and maintenance fee for rental equipment.
4. OWT GmbH & Co. KG reserves the right to charge the customer for equipment that is damaged, incorrect, or not returned.