

# General Terms and Conditions of Sale of Stengel GmbH

## 1. Scope of application

1. These General Terms and Conditions of Sale shall apply to all business transactions between Stengel GmbH (hereinafter referred to as "**Stengel**") and the customer, even if they are not mentioned in subsequent contracts. They shall only apply if a buyer or customer is an entrepreneur within the meaning of section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.
2. These General Terms and Conditions of Sale apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter referred to as "**products**"). The General Terms and Conditions of Sale apply accordingly to plant output and services. Acceptance of the delivered products shall be replaced by acceptance in the case of plant output and by receipt of the service in the case of services.
3. These General Terms and Conditions of Sale apply exclusively. Any general terms and conditions of the customer that conflict with, supplement or deviate from these General Terms and Conditions of Sale shall not become part of the contract unless Stengel has expressly agreed to their application in writing. These General Terms and Conditions of Sale shall also apply if Stengel carries out a delivery to the customer without reservation in the knowledge of the customer's conflicting, additional or deviating terms and conditions.
4. Individual agreements and specifications in Stengel's order confirmation shall take precedence over these General Terms and Conditions of Sale. Any agreements that conflict with, supplement or deviate from these General Terms and Conditions of Sale and that are concluded between Stengel and the customer for the performance of a contract shall be set out in writing in the contract. This also applies to the cancellation of this written form requirement.
5. Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notification of defects, cancellation or reduction) must be made in writing. "In writing" in the sense of these General Terms and Conditions of Sale includes written and text form (e.g. letter or email). Statutory formal requirements remain unaffected by this.
6. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these General Terms and Conditions of Sale.

## 2. Conclusion of contract

1. Offers made by Stengel are subject to change and non-binding.
2. Illustrations, drawings, weight, dimension, performance and consumption data as well as other descriptions of the products from the documents belonging to the offer are only approximate unless they are expressly designated as binding. They do not constitute an agreement or guarantee of a corresponding quality or durability of the products, unless they have been expressly agreed as such in writing. The same applies to the customer's expectations regarding the products or their use.
3. Stengel reserves all property rights, copyrights and other industrial property rights to all offer documents. Such documents may not be made accessible to third parties. At Stengel's request, the customer shall return all offer documents to Stengel without delay if they are no longer required in the ordinary course of business. The same applies in particular to all other documents, drafts, samples, specimens and models.
4. An order shall only become binding if it has been confirmed by Stengel in writing within two weeks or if Stengel fulfils the order, in particular if Stengel complies with the order by sending the products. An order confirmation created with the aid of automatic equipment, which does not include a signature and name, shall be deemed to be in writing. If the order confirmation contains obvious errors, typographical errors or miscalculations, it shall not be binding for Stengel.

5. Stengel's silence in response to offers, orders, requests or other declarations by the customer shall only be deemed to constitute consent if this has been agreed in writing in advance.
6. If the customer's financial circumstances deteriorate significantly or if the substantiated application to open insolvency or comparable proceedings against the customer's assets is rejected for lack of assets, Stengel shall be entitled to withdraw from the contract in whole or in part.

## 3. Scope of delivery

1. The scope of delivery shall be determined by Stengel's written order confirmation. Changes to the scope of delivery by the customer shall require Stengel's written confirmation in order to be effective. We reserve the right to make changes to the design and shape of the products insofar as the deviations are customary in the industry or insofar as the deviations are within the DIN tolerances or insofar as the changes are not significant and reasonable for the customer. The same applies to the choice of material, the specification and the design.
2. Delivery in parts is permitted.
3. For production-technical reasons, Stengel reserves excess or short deliveries of up to 10% of the scope of delivery. In this respect, claims for defects are excluded.

## 4. Delivery time

1. The agreement of delivery periods and dates must be made in writing. Delivery periods and dates shall not be binding unless Stengel has designated them as binding in writing in advance.
2. The delivery period shall commence upon dispatch of the order confirmation by Stengel, but not before the customer has provided all documents, authorisations and approvals to be obtained by the customer, all technical questions have been clarified, an agreed down payment has been received and the provided parts have been delivered on time and in accordance with the contract, in particular free of defects. In the event of a delivery date, the delivery date shall be postponed appropriately if the customer fails to provide the documents and authorisations to be procured by it in good time, fails to issue approvals in good time, fails to fully clarify all technical issues in good time, fails to make the agreed down payment in full to Stengel or fails to deliver parts to be provided in good time and in accordance with the contract, in particular without defects. Compliance with the delivery period shall be subject to the timely and proper fulfilment of the other obligations of the customer.
3. The delivery period shall be deemed to have been met if the products have left the factory or Stengel has notified the customer that they are ready for collection or dispatch by the end of the delivery period. Compliance with the delivery period shall be subject to proper, in particular timely, self-delivery by Stengel, unless Stengel is responsible for the reason for the improper self-delivery. Stengel shall be entitled to withdraw from the contract in the event of improper self-delivery. Stengel shall inform the customer without undue delay if Stengel exercises its right of cancellation and shall refund any advance payments made by the customer.
4. In the event of a delay in delivery, the customer shall be entitled to withdraw from the contract after the fruitless expiry of a reasonable grace period granted to Stengel after the occurrence of the delay in delivery.

## 5. Cross-border deliveries

1. In the case of cross-border deliveries, the customer shall make all declarations and take all actions necessary for export from Germany and import into the country of destination in good time, in particular to obtain the documents required for customs clearance and to fulfil the requirements of any export controls or other restrictions on marketability.
2. Deliveries are subject to the proviso that there are no obstacles to fulfilment due to national or international

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regulations, in particular export control regulations, embargoes or other sanctions.

- Delays due to export controls suspend delivery times.

### 6. Acceptance

- If the parties have agreed on acceptance, each party shall also be entitled to demand partial acceptance. Acceptance, including partial acceptance, shall be effected by both parties signing a jointly drawn up acceptance report.
- In particular, written acceptance shall be deemed equivalent to acceptance if the customer fails to accept Stengel's services within a reasonable period of time set by Stengel, although the customer is obliged to do so, or if the customer puts the products into operation or otherwise uses them.
- Acceptance may not be refused due to insignificant defects.

### 7. Tools

- Ownership of the tools procured or manufactured by Stengel shall only pass to the customer upon full payment of the tool price.
- The customer can only demand the return of the tool when the customer has accepted and paid for the agreed output quantity.
- Stengel shall be authorised to use the tools for other purposes or to scrap them if twelve months have passed since the last order.

### 8. Prices and payment

- Unless otherwise agreed, prices are ex works and do not include shipping and packaging costs, insurance, statutory taxes, customs duties or other charges. The costs incurred in this respect, in particular the costs for packaging and transport of the products, shall be invoiced separately. Any customs duties, fees, taxes or other public charges shall be borne by the customer. The statutory value added tax shall be shown separately on the invoice at the statutory rate applicable on the date of invoicing.
- Stengel shall, at its reasonable discretion, adjust the prices to be paid on the basis of the contract to the development of the costs that are decisive for the price calculation. The basis for the price calculation is the analysis of the Federal Statistical Office. A price increase shall be considered if the material prices, based on the calculated material price at the time of the order confirmation, increase by more than 5% at the time of the material order. Accordingly, a price reduction is to be applied if the material prices are reduced by more than 5% at the time the material is ordered. Prices may also be adjusted if the economic or legal framework conditions lead to a change in the cost situation. Additional material costs or material price reductions of more than 5% will be invoiced as a supplement. Increases in one type of cost, e.g. the price of materials, may only be used for a price increase to the extent that they are not offset by any declining costs in other areas. In the event of cost reductions, e.g. in the price of materials, Stengel shall reduce its prices to the extent that these cost reductions are not fully or partially offset by increases in other areas. In exercising its reasonable discretion, Stengel shall select the respective points in time of a price change in such a way that cost reductions are not taken into account according to standards that are less favourable to the customer than cost increases.
- In the absence of a special agreement, the delivery price is due and payable net within 14 days of the invoice date. The day of payment shall be the day on which Stengel can dispose of the delivery price. However, Stengel shall be entitled at any time, even in the context of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. Stengel shall declare a corresponding reservation with the order confirmation at the latest.
- The customer shall be in default upon expiry of the above payment period. In the event of default in payment, the customer shall pay default interest at the applicable statutory default interest rate. Further claims of Stengel, in particular the assertion of further damages caused by delay, shall

remain unaffected. Stengel's claim to commercial maturity interest (section 353 HGB) against merchants shall remain unaffected. In addition, in the event of default of payment by the customer, all claims against the customer shall become due immediately.

### 9. Transfer of risk

- The risk of accidental loss and accidental deterioration shall pass to the customer at the latest as soon as the products are handed over to the person carrying out the transport or leave Stengel's warehouse for the purpose of dispatch. In the event of collection by the customer, the risk shall pass to the customer upon notification of readiness for collection. Sentence 1 and sentence 2 shall also apply if the delivery is made in parts or if Stengel has assumed further services, such as the transport costs or the assembly of the products at the customer's premises. If 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 and services shall also apply accordingly to an agreed acceptance. If the customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- If the customer is in default of acceptance, Stengel may demand compensation for the damage incurred, including any additional expenses. In particular, Stengel shall be entitled to store the products at the customer's expense during the delay in acceptance. The costs for the storage of the products are set at a flat rate of 0.5% of the net invoice value per calendar week or part thereof. Any further claims of Stengel shall remain unaffected. The customer shall be entitled to prove that Stengel has incurred no or lower costs. The same applies if the customer breaches other duties to co-operate, unless the customer is not responsible for the breach of other duties to co-operate. The risk of accidental loss or accidental deterioration of the products shall pass to the customer at the latest at the point in time at which he is in default of acceptance. Stengel shall be entitled to dispose of the products elsewhere after the fruitless expiry of a reasonable period set by Stengel and to supply the customer within a reasonably extended period.
- If dispatch is delayed due to circumstances for which Stengel is not responsible, the risk shall pass to the customer upon notification of readiness for dispatch.
- Delivered products are to be accepted by the customer without prejudice to his claims for defects even if they have minor defects.

### 10. Claims for defects

- The statutory provisions shall apply to the rights of the customer in the event of material defects and defects of title, unless otherwise stipulated below. In all cases, the statutory provisions on the sale of consumer goods (sections 474 ff. BGB) and the rights of the customer from separately issued guarantees, in particular on the part of the manufacturer, remain unaffected.
- The customer's rights in respect of defects shall be subject to the condition that the customer inspects the delivered products immediately after delivery, if reasonable also by means of a trial use, and has notified Stengel in writing of any obvious defects without delay, at the latest two weeks after delivery of the products. Hidden defects must be reported to Stengel in writing immediately after their discovery. The customer shall describe the defects in writing when notifying Stengel. The customer's claims for defects also presuppose that the specifications, instructions, guidelines and conditions in the technical notes, assembly, operating instructions, operating manuals and other documents for the individual products are complied with during the planning, construction, assembly, connection, installation, commissioning, operation and maintenance of the products, in particular that maintenance is properly carried out and documented and that recommended components are used. If the customer fails to properly inspect the goods and/or report defects, Stengel's liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory

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provisions. In the case of a product intended for incorporation, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations.

3. In the event of defects in the products, Stengel shall be entitled, at its own discretion, to provide subsequent fulfilment by remedying the defect or delivering a defect-free product. If the type of subsequent fulfilment chosen by Stengel is unreasonable for the customer in an individual case, the customer may reject it. Stengel's right to refuse subsequent fulfilment under the statutory conditions shall remain unaffected. In the event of subsequent performance, Stengel shall be obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, provided that these are not increased by the fact that the products have been taken to a place other than the delivery address. Personnel and material costs claimed by the customer in this connection shall be charged on a cost price basis. Replaced parts shall become the property of Stengel and must be returned to Stengel.
4. The customer shall give Stengel the time and opportunity required for the subsequent fulfilment owed, in particular to hand over the rejected product for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to Stengel upon request in accordance with the statutory provisions. However, the customer has no right of return.
5. If Stengel is not willing or able to provide subsequent fulfilment, the customer may, at its discretion, withdraw from the contract or reduce the purchase price, without prejudice to any claims for damages or reimbursement of expenses. The same shall apply if the subsequent fulfilment fails, is unreasonable for the customer or is delayed beyond a reasonable period for reasons for which Stengel is responsible.
6. The customer's right of cancellation shall be excluded if the customer is unable to return the goods or services received and this is not due to the fact that the return of the goods or services is impossible due to the nature of the goods or services received, Stengel is responsible for the defect or the defect only became apparent during the processing or transformation of the products. The right of cancellation shall also be excluded if Stengel is not responsible for the defect and if the customer has to pay compensation for the value instead of returning the goods.
7. No claims for defects shall arise for defects due to natural wear and tear, in particular in the case of wearing parts, improper handling, assembly, use or storage or improperly carried out modifications or repairs of the products by the customer or third parties. The same applies to defects which are attributable to the customer or which are due to a technical cause other than the original defect.
8. Claims by the customer for reimbursement of expenses in accordance with section 445a (1) BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (sections 478, 474 BGB) or a consumer contract for the provision of digital products (sections 445c sentence 2, 327 (5), 327u BGB). Claims of the customer for damages or reimbursement of futile expenses (section 284 BGB) shall only exist in accordance with clauses 8 and 9 of these General Terms and Conditions of Sale, even if the goods are defective.
9. Stengel shall not assume any guarantees, in particular no guarantees of quality or durability, unless otherwise agreed in writing in individual cases.
10. The limitation period for claims of the customer arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. If the defective products have been used for a building in accordance with their normal use and have caused its defectiveness or if it is a defect in a building, the limitation period is five years. It also applies to claims arising from unauthorised action based on a defect in the products. The shortening of the limitation period shall not apply to Stengel's unlimited liability for damages resulting from the breach of a guarantee or from injury to life, body or health, for intent and gross negligence and for product

defects or insofar as Stengel has assumed a procurement risk. A statement by Stengel on a claim for defects asserted by the customer shall not be deemed to constitute entry into negotiations on the claim or the circumstances giving rise to the claim if the claim for defects is rejected by Stengel in its entirety.

### 11. Liability of Stengel

1. Stengel shall be liable without limitation for damages resulting from the breach of a guarantee or from injury to life, limb or health. The same shall apply in the event of intent and gross negligence or if Stengel has assumed a procurement risk. Stengel shall only be liable for slight negligence if material obligations are breached which arise from the nature of the contract and which are of particular importance for the fulfilment of the purpose of the contract. In the event of a breach of such obligations, default and impossibility, Stengel's liability shall be limited to such damage as must typically be expected to occur under this contract. Mandatory statutory liability for product defects remains unaffected.
2. To the extent that Stengel's liability is excluded or limited, this shall also apply to the personal liability of Stengel's employees, workers, staff, representatives and vicarious agents.

### 12. Product liability

1. The customer shall not modify the products, in particular he shall not modify or remove existing warnings about the dangers of improper use of the products. In the event of a breach of this obligation, the customer shall indemnify Stengel internally against third-party product liability claims, unless the customer is not responsible for the defect giving rise to the liability.
2. The customer shall immediately inform Stengel in writing of any risks it becomes aware of when using the products and of any possible product defects.
3. The customer shall support Stengel in the event of existing or potential product recalls and/or product warnings, in particular by cooperating in the clarification of existing defects and risks.

### 13. Force majeure

1. If Stengel is prevented by force majeure from fulfilling its contractual obligations, in particular from delivering the products, Stengel shall be released from its obligation to perform for the duration of the impediment and a reasonable start-up period without being obliged to pay damages to the customer. The same shall apply if Stengel's performance of its obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances for which Stengel is not responsible, in particular due to industrial action, official measures, energy shortages, obstacles to delivery at a supplier or significant operational disruptions. This shall also apply if these circumstances occur at a subcontractor. This shall also apply if Stengel is already in default. If Stengel is released from its obligation to deliver, Stengel shall refund any advance payments made by the customer.
2. Stengel shall be entitled to withdraw from the contract after the expiry of a reasonable period of time if such an impediment lasts for more than four months and Stengel is no longer interested in the fulfilment of the contract as a result of the impediment. At the customer's request, Stengel shall declare after expiry of the deadline whether Stengel will exercise its right of cancellation or deliver the products within a reasonable period of time.

### 14. Retention of title

1. The delivered products shall remain the property of Stengel until the delivery price and all claims to which Stengel is entitled against the customer under the business relationship have been paid in full. The customer is obliged to treat the products subject to retention of title with care for

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- the duration of the retention of title. In particular, he is obliged to insure the products adequately at his own expense against fire, water damage and theft at replacement value. At Stengel's request, the customer shall provide evidence that he has taken out such insurance. The customer hereby assigns to Stengel all claims for compensation under this insurance. Stengel hereby accepts the assignment. If the assignment is not permissible, the customer hereby instructs the insurer to make any payments only to Stengel. Any further claims of Stengel shall remain unaffected.
2. The customer is only permitted to sell the products subject to retention of title in the ordinary course of business. Furthermore, the customer shall not be entitled to pledge the products subject to retention of title, to assign them by way of security or to make any other dispositions that jeopardise Stengel's title. In the event of seizures or other interventions by third parties, the customer shall notify Stengel immediately in writing and provide all necessary information, inform the third party of Stengel's ownership rights and cooperate in the measures taken by Stengel to protect the products subject to retention of title. If the third party is not in a position to reimburse Stengel for the judicial and extrajudicial costs of enforcing Stengel's property rights, the customer shall be obliged to compensate Stengel for the resulting loss, unless the customer is not responsible for the breach of duty.
  3. The customer hereby assigns to Stengel the claims arising from the resale of the products together with all ancillary rights, irrespective of whether the products subject to retention of title are resold without or after processing. Stengel hereby accepts this assignment. If an assignment is not permissible, the customer hereby instructs the third-party debtor to make any payments only to Stengel. The customer shall be revocably authorised to collect the claims assigned to Stengel in trust for Stengel in its own name. The amounts collected shall be transferred to Stengel without delay. Stengel may revoke the customer's authorisation to collect debts and the customer's right to resell the goods for good cause, in particular if the customer fails to properly meet its payment obligations towards Stengel, defaults on payment, suspends its payments or if the customer applies for the opening of insolvency proceedings or comparable debt settlement proceedings against the customer's assets or if the substantiated application of a third party for the opening of insolvency proceedings or comparable debt settlement proceedings against the customer's assets is rejected for lack of assets. In the event of a blanket assignment by the customer, the claims assigned to Stengel shall be expressly excluded.
  4. At Stengel's request, the customer shall be obliged to inform the third-party debtor of the assignment without delay and to provide Stengel with the information and documents required for collection.
  5. In the event of behaviour in breach of contract, in particular default in payment by the customer, Stengel shall be entitled, without prejudice to its other rights, to rescind the contract and/or demand the return of the products on the basis of the retention of title after expiry of a reasonable grace period set by Stengel. The request for surrender does not simultaneously include a declaration of cancellation. The customer shall grant Stengel or its authorised representatives immediate access to the products subject to retention of title and surrender them. After giving due notice, Stengel may otherwise utilise the products subject to retention of title to satisfy its due claims against the customer.
  6. The combination, processing or mixing of the products subject to retention of title with other items not belonging to Stengel by the customer shall always be carried out on behalf of Stengel. If the products are combined, processed or mixed with other items not belonging to Stengel, Stengel shall acquire co-ownership of the new item in the ratio of the value of the delivered products to the other items at the time of combination, mixing or processing. The customer shall store the new items for Stengel. The same provisions as for the products subject to retention of title shall apply to the item created by combining, mixing or processing.

7. At the customer's request, Stengel shall be obliged to release the securities to which it is entitled to the extent that the realisable value of the securities exceeds Stengel's claims arising from the business relationship with the customer by more than 15%, taking customary bank valuation discounts into account. Valuation is based on the invoice value of products subject to retention of title and the nominal value of receivables. Stengel shall be responsible for selecting the individual items to be released.
8. In the case of deliveries to other jurisdictions in which this retention of title provision does not have the same security effect as in the Federal Republic of Germany, the customer hereby grants Stengel a corresponding security interest. If further measures are required for this purpose, the customer shall do everything in its power to grant Stengel such a security interest without delay. The customer shall cooperate in all measures necessary and conducive to the effectiveness and enforceability of such security interests.

### 15. Confidentiality

1. The parties are obliged to keep secret for a period of five years from delivery all information which becomes accessible to them and which is designated as confidential or which is recognisable as business or trade secrets according to other circumstances, and not to record, pass on or exploit it, unless this is necessary for the business relationship.
2. The confidentiality obligation shall not apply if the information was demonstrably already known to the receiving party prior to the commencement of the contractual relationship or was generally known or generally accessible prior to the commencement of the contractual relationship or becomes generally known or accessible through no fault of the receiving party. The receiving party bears the burden of proof.
3. The parties shall ensure by means of suitable contractual agreements with the employees and agents working for them, in particular their freelance employees and the contractors and service providers working for them, that they also refrain from any exploitation, disclosure or unauthorised recording of such business and trade secrets for a period of five years from delivery.

### 16. Final provisions

1. The transfer of rights and obligations of the customer to third parties shall only be possible with the prior written consent of Stengel.
2. The customer shall only be entitled to offset & retention rights to the extent that his claim has been legally established or is undisputed.
3. These General Terms and Conditions of Sale and the legal relationship between the customer and Stengel shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. The parties agree that the place of jurisdiction shall be Ellwangen, provided that the customer is a merchant. Stengel shall also be entitled to bring an action at the customer's place of business and at any other permissible place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive responsibilities, remain unaffected.
5. The place of fulfilment for all services of the customer and of Stengel shall be the registered office of Stengel, provided that the customer is a merchant and nothing to the contrary is stated in the order confirmation.
6. The contract language is German.
7. Should any provision of these General Terms and Conditions of Sale be or become invalid or unenforceable in whole or in part, or should there be a gap in these General Terms and Conditions of Sale, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall be deemed to have been

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agreed. In the event of a gap, the provision that corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions of Sale shall be deemed to have been agreed if the contracting parties had considered the matter from the outset.

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