

General Terms and Conditions of Business

A. General:

- (1) The following terms and conditions of business apply in their most recent version to all current and future business relationships with entrepreneurs, legal entities under public law, special assets under public law or private individuals.
- (2) Deviating, conflicting or supplementary GTC shall not become part of the contract, even if known, unless their validity is expressly agreed in writing.

B. Terms and conditions of business for the supply of systems without assembly services:

I. Content of the contract:

- (1) Pre-contractual communications, in particular offers, descriptions, cost estimates or quotations, are, unless expressly agreed, subject to change and non-binding.
- (2) Information and public statements, data in brochures, leaflets and technical application notes are only intended to be informative and to convey general knowledge. Unless otherwise agreed in writing, they do not constitute a contractual statement of quality.
- (3) A contract is only concluded once we have issued our written order confirmation.
- (4) We reserve the right to make technical changes during the execution of the order insofar as they result from the progress of technical development or prove to be relevant on a case-by-case basis in the interests of enhancing the performance of the system.

II. Prices:

- (1) All specified prices are pure net prices plus the statutory value added tax applicable on the day of delivery or service. Unless otherwise agreed, the prices are ex our works or warehouse, excluding freight, packaging and assembly. If the statutory value added tax should increase after the contract has been concluded, we are entitled to increase it to the same extent.
- (2) If a price agreement binding us has been concluded, we may, if our services are to be rendered more than 4 months after conclusion of the contract, nevertheless adjust the prices if the delivery or service is subsequently affected and made more expensive, either directly or indirectly, by new public charges, ancillary charges, freight charges or increases to the latter or other statutory measures or a change in cost factors such as wage and material costs on which our prices are based. If, due to the aforementioned circumstances, the price increase exceeds more than 10% of the agreed price, the customer can withdraw from or terminate the contract. This does not apply if we have expressly agreed a fixed price in writing.

III. Delivery times, execution deadlines:

- (1) The delivery or service is expected to be rendered on the dates specified by us. All dates and deadlines are only approximate unless we have defined them as being binding in writing. Compliance with the dates and deadlines requires the punctual receipt of all documents to be supplied by the customer as well as the clarification of all details of the execution and the fulfillment of all other prerequisites to be provided by the customer. If these prerequisites are not fulfilled in good time, the dates and deadlines shall be extended accordingly. The delivery period or execution time begins on the date the customer receives our order confirmation.
- (2) If delivery and execution dates are postponed by the customer for more than one year beyond the originally confirmed date, this shall entitle us to withdraw from the contract. The customer is obliged to reimburse the corresponding costs for advance services already rendered.
- (3) In the event of force majeure and other unforeseeable circumstances for which we are not responsible, e.g. difficulties in procuring materials, operational disruptions, strikes, lockouts, lack of means of transport, official interventions, energy supply difficulties, pandemics, etc. - even if they occur with sub-suppliers - the delivery period shall be extended by the duration of the hindrance as well as an appropriate start-up period if we are prevented from fulfilling our obligation in a timely manner. If the delivery or service becomes impossible or unreasonable due to the above-mentioned circumstances, we shall be released from the delivery obligation. If the delay in delivery lasts longer than 6 months, the customer is entitled to withdraw from the contract. If the delivery time is extended or if we are released from the delivery obligation, the customer cannot derive any claims for damages from this. We can only invoke the above-mentioned circumstances if we inform the customer immediately.
- (4) In the event of a delay for which we are responsible, the customer shall only be entitled to assert further rights if a reasonable period of grace set by it has elapsed fruitlessly.
- (5) We are entitled to execute orders by way of partial performances which cannot be rejected by the customer as long as this keeps to a reasonable scope.
- (6) If an agreement has not been made between us and the customer regarding dispatch, this shall be carried out at our discretion, whereby we are not obliged to choose the cheapest way to send the goods.

IV. Transfer of risk:

- (1) In the case of deliveries of goods, the risk transfers to our customer as soon as the goods leave our works or warehouse, even if freight-free delivery has been agreed. At the request and expense of the customer, we will insure the goods against breakage, transport and fire damage.
- (2) If our deliveries or services are delayed at the request of the customer or for reasons for which the customer is responsible (creditor default), the risk shall transfer to the customer for the period of the delay. The corresponding costs for waiting time, provision and storage and further necessary travel on the part of our vicarious agents shall be **borne by the customer**.

V. Payment

- (1) The services invoiced are due in the net amount immediately upon receipt of the invoice. Unless otherwise agreed in writing, payments must be made without deduction within 10 days of the invoice date. Default arises 30 days after the invoice date.
- (2) Agreements on payment due dates refer exclusively to the date of issue of the invoice. Interest on arrears shall be charged at a rate of 8% above the base rate, subject to the assertion of further damages.

- (3) Advance payments and payments on account can be agreed. If these payments are not made punctually and in full, we are entitled to stop further deliveries or activities or to postpone them until full payment has been made.
- (4) Cheques, bills of exchange and other securities are only accepted on account of performance subject to the usual reservation that they will be cashed, that they can be discounted and that the customer will bear all costs in connection with their encashment. Discount and bill of exchange charges shall be borne by the customer and are due immediately.
- (5) Partial deliveries and partial services can be invoiced in each case and are due for payment in accordance with clause 1 above.
- (6) All our claims shall become due immediately, irrespective of the term of any bills of exchange accepted and credited, if the terms of payment are not complied with or if we become aware of circumstances which are likely to reduce the creditworthiness of our customers.
- (7) If we declare that we are withdrawing from the contract for reasons for which the customer is responsible, the customer undertakes to reimburse the costs already incurred as well as the lost profit with a lump sum of a maximum of 30% of the agreed order value. The customer reserves the right to prove that costs and profit have not been incurred or have not been incurred in this amount or have been lost. Subsequently the calculation is only made in the proven amount.
- (8) The customer is only entitled to an offset if the counterclaim is undisputed or has been established as legally valid.

VI. Retention of title

- (1) We retain title to the delivered goods until full payment of a claim against the customer arising from the business relationship has been made, irrespective of the legal grounds. This also applies in particular when payments are made for specially designated claims. For current accounts, the claim arising from the current account relationship is assigned to us as security. In the case of cheque/bill of exchange procedures, ownership remains reserved until complete and unconditional release from the issuer's liability of the bill of exchange obligation. The risk of loss of or damage to the delivered goods is borne by the customer even during the validity period of the retention of title.
- (2) The customer is entitled to resell the reserved goods in the normal course of business as long as it is not in default of payment. The customer may only resell provided that the claim from the resale with all ancillary rights is actually transferred to us to the extent resulting from the following provisions. As a precaution, the customer hereby assigns in advance and in full all claims arising from the resale, including, if applicable, the modified, mixed or blended goods; the assignment is accepted. The customer is not entitled to make any further dispositions. Pledging or transfer by way of security is not permitted.
- (3) The customer is entitled to collect the assigned claim as long as it fulfils its existing obligations towards us and does not suffer a financial collapse.
- (4) The treatment and processing of the reserved goods shall be carried out for us as the manufacturer in accordance with § 950 BGB (German Civil Code) without obligating us in any way. In the event that the customer treats, processes, combines, mixes and blends the reserved goods with other goods that do not belong to us, we shall be entitled to co-ownership of the new item or a new stock in the ratio of the invoice value of the reserved goods to the sum of the invoice values of the other goods used in the manufacture. The customer shall store these goods for us free-of-charge. If the ownership expires due to treatment, processing or combining, mixing or blending (§§ 947, 948 BGB), it is hereby agreed that the customer shall transfer its ownership of the mixed stock or of the uniform object to us to the extent of the invoice value of the reserved goods. The customer shall also store these goods for us free-of-charge. The items resulting from the treatment or processing and the items resulting from the combining, mixing or blending are reserved goods as defined by these terms and conditions.
- (5) If the reserved goods are resold together with other goods, whether without or after treatment or processing, combining, mixing or blending, the advance assignment agreed above shall only apply in the amount of the value of the reserved goods which are the subject of the sale transaction together with the other goods.
- (6) If the reserved goods are integrated as an essential component in the property of a third party, the customer already now assigns the assignable claims for remuneration arising against the third party or the party to whom it relates in the amount of the value of the reserved goods with all rights including such a right to the granting of a security mortgage, with priority over the remainder. We accept the assignment.
- (7) If reserved goods are integrated in the customer's property as an essential component, the customer hereby assigns the claims arising from the sale of the property or property rights in the amount of the value of the reserved goods with all ancillary rights and with priority over the rest. We accept the assignment.
- (8) The customer must inform us immediately of any enforcement measures by third parties against the reserved goods or the assigned claims, and must hand over the documents necessary for the objection.
- (9) If the value of the existing securities exceeds the claims not only temporarily by a total of more than 20%, we shall be obliged, at the customer's request, to reassign securities in the corresponding amount at the customer's discretion.
- (10) If the customer fails to fulfil its payment obligation, we shall be entitled to remove our goods at any time to secure our claims after setting a deadline with the threat of refusal. The customer shall irrevocably allow us or our representative to enter the rooms in which the goods are located for the purpose of securing the goods.

VII. Liability for defects, right of withdrawal:

- (1) We shall initially provide warranty for any defects in the goods at our discretion by way of rectification or replacement delivery. Repair attempts, repair work or technical modifications by the customer must not have been carried out.
- (2) The customer is obliged to notify us in writing of obvious defects immediately, at the latest within 2 weeks of receipt of the goods, but in any case before processing or installation. Otherwise, the assertion of the claim for defects is excluded. Prompt dispatch of the goods shall be sufficient to meet the deadline. The customer shall bear the full burden of proof for all prerequisites for a claim,

in particular for the defect itself, for the time of discovery of the defect and for the punctuality of the defect notification. The customer can only invoke the reversal of the burden of proof in accordance with § 476 BGB within the scope of the entrepreneur's recourse if it for its part, has sold the goods to its customer within 6 months after the transfer of risk.

- (3) In the event of notifications of defects, payments by the customer may be withheld to an extent that is in reasonable proportion to the material defects that have occurred. The customer may only withhold payments if a notice of defect is asserted where there can be no doubt about its justification. If the notification of defects is unjustified, we shall be entitled to demand compensation from the customer for the expenses we have incurred.
- (4) First of all, we must always be given the opportunity to remedy the defect within a reasonable period of time, whereby we have the right to choose the most sensible option from an economic point of view.
- (5) If the supplementary performance fails, is unreasonable or we refuse it or if a situation as defined in §§ 281 para. 2 or 323 para. 2 BGB (German Civil Code) exists, the customer may withdraw from the contract or reduce the remuneration. Supplementary performance is deemed to have failed if a third attempt is unsuccessful.
- (6) If the customer chooses to withdraw from the contract due to a defect in the cases specified in clause 5 above, it is not entitled to any additional claim for damages due to the defect. Claims for damages due to defects shall otherwise be governed by the following Article VIII.
- (7) Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials, defective construction work, unsuitable building ground or which arise due to special external influences which are not assumed under the contract, as well as in the case of non-reproducible software errors. If the customer or third parties carry out modifications or repair work incorrectly, there shall also be no claims for defects for these and the resulting consequences.
- (8) The customer shall only have a right of recourse against us in accordance with § 478 BGB (recourse of the entrepreneur) insofar as the customer has not entered into any agreements with its customer that go beyond the statutory claims for defects.
- (9) If the customer receives faulty assembly instructions, we are only obliged to supply error-free assembly instructions and only if the deficiency in the assembly instructions prevents correct assembly. The assembly must be carried out by professionally trained personnel who must work in accordance with the current VdS, VDE and DIN regulations.
- (10) The following restrictions also apply to supplied software: If software programmes are used for the customer's own hardware or software, the liability for defects only extends to the software supplied by us and not to its compatibility with the hardware or software provided by the customer, unless we have been commissioned by the customer to check the compatibility. We shall only be liable for defects in the software supplied by us if it was used by the customer in accordance with the contract, unless the defect would also have arisen in the event of use in accordance with the contract. The burden of proof lies with the customer.
- (11) Claims for material defects prescribe in 12 months. This shall not apply if longer periods are prescribed by law in accordance with § 438 para. 1 No. 2, § 479 para. 1 and § 634a para. 1 No. 2 of the German Civil Code (BGB) or in cases of injury to life, limb or health, in the event of a wilful or grossly negligent breach of duty on the part of the supplier and in the event of fraudulent concealment of a defect. The legal provisions on expiry suspension, suspension and recommencement of time limits remain unaffected. The suspension of the statute of limitations in accordance with § 479 BGB only applies if the customer has actually provided a warranty to its customer.
- (12) Further claims or claims other than those regulated in this Article VII by the customer against us and our vicarious agents due to a defect are excluded.
- (13) The customer's legal right to withdraw from the contract does not require there to be any fault in the event of a defect in the purchased item. In all other cases, the customer may only withdraw from the contract in the event of a breach of duty for which we are responsible.

VIII. Claims for damages:

- (1) In the case of slightly negligent breaches of duty, our liability shall be limited to the direct damage that is foreseeable and typical for the contract according to the type of goods. This also applies to slightly negligent breaches of duty on the part of our legal representatives and vicarious agents. However, we shall not be held liable in the event of a slightly negligent breach of insignificant contractual obligations.
- (2) The above limitations of liability do not affect claims of the customer arising from product liability. Furthermore, the limitations of liability do not apply in the event of physical injury or damage to health attributable to us or in the event of the customer losing their life.
- (3) We shall not be held liable for damage caused to persons, property or assets of the customer or third parties in the event that the system does not function as a result of the criminal acts of third parties.
- (4) With regard to the prescription of the customer's claims for damages, the above provision under VII number 11 applies accordingly.

IX. Applicable law, place of performance and place of jurisdiction:

- (1) The law of the Federal Republic of Germany shall apply to all our legal relationships. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
- (2) The exclusive place of performance and jurisdiction is our registered office. However, we are also entitled to bring an action at the customer's place of business.

X. Data storage:

- (1) We are entitled to process and store the data received about the customer in connection with the business relationship as defined by the Data Protection Act, insofar as this appears expedient within the framework of the execution of the contract.

XI. Miscellaneous:

- (1) The offers, planning documents, programmes and programme descriptions provided by us for use are protected by copyright and may not be reproduced or passed on without our consent. The customer undertakes to use the programmes exclusively for itself and only within the scope of its commercial

activity for the contractually agreed purpose. If the customer contravenes this, it is obliged to pay damages.

- (2) In the case of transmissions via the public telephone network or other monitoring media, we do not offer security for the establishment of the connections and the transmission of the message that is any better than what the telephone service itself provides, unless we have contractually committed ourselves to the integration of additional security measures. Fees charged by the post office, police, fire brigade or other authorities on the basis of the agreed deliveries and services shall be borne by the customer.
- (3) We are entitled to make use of other reliable companies in order to fulfil our obligations.
- (4) Should individual provisions of the contract with the customer, including these General Terms and Conditions of Business, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially ineffective provision shall be replaced by a provision whose economic success approximates that of the ineffective provision as closely as possible.

C. Terms and conditions of business for the supply and assembly of systems

- (1) If the supply and assembly of systems is agreed, the General Contract Terms for the Execution of Construction Work (VOB Part B and C.) and Part A, as well as Part B. VII. Clause 10 and IX to XI of these General Terms and Conditions of Business shall apply.
- (2) Our customer must take on the following duties at its own expense and provide them in good time:
 - a) Auxiliary crew, such as labourers and, if necessary, masons, carpenters, locksmiths, crane operators, other skilled workers with the tools they require in the required time.
 - b) All earthworks, construction work, scaffolding and other ancillary work outside the trade, including the building materials and supplies required for this. Operating power and water including the necessary connections up to the point of use.
 - c) Heating and general lighting, at the assembly site for the storage of machine parts, apparatus, materials, tools, etc.; sufficiently large, suitable, dry and lockable rooms and adequate working and recreation rooms for the assembly personnel, including appropriate sanitary facilities.
 - d) To protect our and our assembly personnel's property on the construction site, measures must be taken that would also be taken to protect the customer's own property.
 - e) Provide protective clothing and protective equipment which are necessary as a result of special circumstances at the assembly site and which are not customary for us as the contractor.
- (3) In good time before the work commences, our customer must provide the necessary information about the location of concealed electricity, gas, water lines or similar installations as well as the required structural data without being asked to do so. We shall not be liable for any damage resulting from failure to notify us or failure to notify us in good time.
- (4) Before the work commences, the delivery parts to be provided by the customer for the activity must be on site and all preliminary work must have progressed to such an extent that the installation or assembly can be commenced immediately and carried out without interruption; in particular, leading paths and installation and assembly sites must be in perfect condition.
- (5) If the installation, assembly or commissioning is delayed due to circumstances at the construction site for which we are not responsible, the customer shall, subject to the assertion of further claims, bear all costs incurred as a result, such as interim storage, waiting time, and additional necessary travel times and costs as well as transport costs.
- (6) Our customer undertakes to attest the work performed to the installers or our assembly personnel on a daily or weekly basis, at our discretion. It shall also confirm the completion of the installation or assembly on forms provided to us.
- (7) The Client bears the costs for the correct environmental disposal of installed parts and components that have to be removed or replaced.
- (8) If we have taken on the work on an individual invoice basis, the following is additionally deemed to be agreed:
 - a) Our customer shall remunerate us at the rates agreed when the order was placed for working hours and surcharges for overtime, night work, work on Sundays and public holidays, as well as for work carried out under difficult circumstances, and for planning, supervision and documentation. This applies accordingly to the consumption of materials, including offcuts, as well as to the installation and connection of the facility.
 - b) Preparation, travel, running, confirmation and waiting times for which we are not responsible are regarded as working time. Unless expressly agreed otherwise, travel expenses, costs for transporting tools and personal luggage, for freight and packaging, for the delivery of all materials and equipment, as well as ordered technical documents shall be remunerated separately. In addition, the usual allowances and supplements for working hours as well as for days of rest and public holidays are to be remunerated.
 - c) Repeated checks and work performance may be required to diagnose and rectify intermittent faults. In this respect, the Client shall also bear the costs of repeated deployments of the Contractor.

D. Terms and conditions of business for the supply of systems with other services

If the supply of systems without assembly but with other services is agreed, Part A, as well as Part B, of these General Terms and Conditions of Business shall apply. Furthermore, Part C. clauses 2 to 8 apply accordingly.