

General Terms and Conditions of Delivery of the BACHMANN Group

September 2024

I. Scope of application

- (1) All offers, deliveries and services of BACHMANN Holding GmbH and its affiliated companies within the meaning of Sec 15 et seq. German Stock Corporation Act (hereinafter the company incorporating these General Terms and Conditions of Delivery shall be referred to as "Bachmann") vis-à-vis its Contractual Partners shall be made exclusively on the basis of these General Terms and Conditions of Delivery. They shall form an integral part of all contracts that Bachmann concludes with its Contractual Partners for the deliveries or services offered. They shall also apply to all future deliveries, services or offers to the Contractual Partner, even if they are not separately agreed again. These General Terms and Conditions of Delivery shall not apply if the Contractual Partner is a consumer (Sec 13 German Civil Code).
- (2) General terms and conditions of the Contractual Partner or third parties shall not apply, even if Bachmann does not separately object to their validity in individual cases. Even if Bachmann refers to a letter that contains or refers to the general terms and conditions of the Contractual Partner or a third party, this shall not constitute an agreement to the validity of those terms of delivery.

II Offer and conclusion of contract

- (1) All offers made by Bachmann are subject to change and non-binding, unless they are expressly identified as binding or contain a specific acceptance period. Bachmann may accept orders or commissions within 14 days of receipt.
- (2) The legal relationship between Bachmann and the Contractual Partner shall be governed solely by the contract concluded in text form, including these General Terms and Conditions of Delivery. This contract fully reflects all agreements between the contracting parties on the subject matter of the contract. Verbal commitments made by Bachmann prior to the conclusion of this contract shall not be legally binding and verbal agreements between the contracting parties shall be replaced by the written contract, unless expressly agreed otherwise between the contracting parties.
- (3) Supplements and amendments to the agreements made, including these General Terms and Conditions of Delivery, must be made in text form in order to be effective. With the exception of managing directors or authorised signatories, Bachmann's employees are not authorised to make verbal agreements deviating from the agreement in text form. Fax, e-mail or declarations in an electronic ordering system shall in particular suffice to comply with the text form within the meaning of the contract.
- (4) Information provided by Bachmann on the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations thereof (e.g. drawings and illustrations) shall only be approximate unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or specifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair the usability for the contractually intended purpose.
- (5) Bachmann reserves the title or copyright to all offers and cost estimates submitted by it as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the Contractual Partner. The Contractual Partner may not make these items available to third parties, disclose them, use them itself or through third parties or reproduce them without Bachmann's express consent. At Bachmann's request, he shall return these items to Bachmann in their entirety and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. This shall not apply to the storage of electronically provided data for the purpose of normal data backup.

III Prices and payment

- (1) The prices shall cover the scope of services and deliveries listed in a binding offer or an order confirmation. Additional or special services shall be invoiced separately. Subsequent changes to a delivery date may only be agreed as an adjustment to the contract at higher prices. Price surcharges may apply for the purchase of small quantities. Prices are quoted in EUR ex works plus packaging, transport, statutory VAT, customs duties for export deliveries as well as fees and other public charges. The costs of transit and import shall be borne by the Contractual Partner.
- (2) Invoice amounts shall be paid within 14 days without any deduction, unless otherwise agreed in text form. The date of receipt by Bachmann shall be decisive for the date of payment. If the Contractual Partner fails to pay by

the due date, the outstanding amounts shall bear interest at 5% p.a. from the due date; the right to claim higher interest and further damages in the event of default shall remain unaffected. In the event of default, Bachmann shall also be entitled to demand payment of a lump sum of € 40.

- (3) Offsetting against counterclaims of the Contractual Partner or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.
- (4) Bachmann shall be entitled to perform or render outstanding deliveries or services only against advance payment if, after conclusion of the contract, it becomes aware of circumstances which are likely to significantly reduce the creditworthiness of the Contractual Partner and which jeopardise the payment of Bachmann's outstanding claims by the Contractual Partner under the respective contractual relationship (including from other individual orders to which the same framework agreement applies).

IV Deadlines and dates

- (1) Unless otherwise agreed, deliveries shall be made at the registered office of Bachmann EXW Incoterms 2020. Delivery periods and delivery dates refer to the delivery to the place of delivery, i.e. the time of readiness for acceptance by the forwarding agent, carrier or other third party commissioned with the transport at the registered office of Bachmann EXW Incoterms 2020.
- (2) Deadlines and dates for deliveries and services promised by Bachmann shall always be approximate only, unless a fixed deadline or date has been expressly promised or agreed.
- (3) Bachmann may - without prejudice to its rights arising from default of the Contractual Partner - demand from the Contractual Partner an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period in which the Contractual Partner does not fulfil its contractual obligations towards Bachmann.
- (4) Bachmann shall not be liable for the impossibility of delivery or for delays in delivery if these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruption of any kind, pandemics, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, difficulties in obtaining necessary official permits or official measures) for which Bachmann is not responsible. Such an event shall also be the non-delivery, incorrect or late delivery by one of Bachmann's suppliers (reservation of self-supply) if Bachmann is not responsible for such event and has concluded a congruent covering transaction at the time of the conclusion of the contract. The reservation of self-supply shall not apply if it is clear from the contractual agreement that Bachmann has assumed a procurement risk despite the reservation of self-supply. Bachmann shall notify the other party without undue delay of any event causing a delay in delivery and at the same time inform the other party of the expected new delivery period. If such events make delivery or performance significantly more difficult or impossible for Bachmann and the hindrance is not only of a temporary nature, Bachmann shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or performance periods shall be extended or the delivery or performance dates postponed by the period of the hindrance plus a reasonable start-up period. To the extent that the Contracting Partner cannot reasonably be expected to accept the delivery or service as a result of the delay, it may rescind the contract by giving immediate written notice to Bachmann.

V. Place of performance, transfer of risk, storage costs

- (1) The place of performance for all obligations arising from the contractual relationship shall be Bachmann's registered office. In accordance with Sec. 4 para. 1 of these Terms and Conditions of Delivery, unless otherwise agreed with regard to the delivery, the risk shall pass to the Contractual Partner at the latest when the delivery item is made available to the forwarding agent, carrier or other third party designated to carry out the shipment at Bachmann's registered office in accordance with the delivery clause EXW Incoterms 2020. Bachmann shall have no obligation towards the Contractual Partner to conclude an insurance contract. If dispatch or handover is delayed due to a circumstance caused by the Contractual Partner, the risk shall pass to the Contractual Partner if the delivery item is ready for dispatch on the delivery date and Bachmann has notified the Contractual Partner thereof.
- (2) Storage costs after the transfer of risk shall be borne by the Buyer. In the case of storage by the Supplier, the storage costs shall amount to 0.25 % of the invoice amount of the delivery items to be stored per week elapsed. We reserve the right to claim and prove further or lower storage costs.
- (3) Delivered items are to be accepted by the Contractual Partner, even if they have insignificant defects, without prejudice to the rights under Section VI.

VI Warranty, liability

- (1) The statutory regulations as to warranty shall apply. In case of defects Bachmann may within a reasonable period choose between rework and subsequent delivery and shall be obliged to perform such chosen remedy. Bachmann does not provide, as part of the contractual quality, that the supplied goods meet legal requirements applicable outside of the European Union as to the intended use of the Contractual Partner. The Contractual Partner shall make such assessment in its own responsibility.
- (2) The limitation period for warranty claims is one year as of the transfer of risk. This reduction of the limitation period does not apply to claims due to intent and gross negligence, to claims for damages due to culpable injury to life, limb or health, nor to claims due to fraudulent concealment of a defect, within the scope of a guarantee promise or in the event of assumption of a procurement risk, nor to recourse claims in the event of resale within the meaning of Sec 445a-c German Civil Code and not to contracts with consumers.
- (3) Bachmann shall be liable for damages in cases of intent and gross negligence, culpable injury to life, limb or health, defects which Bachmann has fraudulently concealed, within the scope of any guarantee promise or assumption of a procurement risk and for recourse claims in the case of resale within the meaning of Sections 445a-c German Civil Code and in the case of liability under the German Product Liability Act. In the event of culpable breach of material contractual obligations (the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer may regularly rely), Bachmann shall also be liable for slightly negligent breach, but then limited to the reasonably foreseeable damage typical for the contract. Otherwise, claims for damages shall be excluded, irrespective of their legal basis. The limitation of liability shall apply to claims for reimbursement of expenses in accordance with Sec. 284 German Civil Code.

VII Voluntary right of return for goods in stock

If the subject matter of the contract is the delivery of goods in stock, BACHMANN shall grant the Contractual Partner a voluntary right of return within 90 days from delivery in accordance with the following conditions: Goods in stock are such goods which are expressly designated as goods in stock in the order confirmation of BACHMANN. Goods in stock must be in their original condition and in their original packaging. The packaging must not show any external damage or soiling. The contractual price shall be refunded in the amount of 80% of the price paid by the Contractual Partner upon return in accordance with these conditions. If the Contractual Partner has not yet paid before the return, BACHMANN shall retain a corresponding claim for payment. The timely dispatch of the goods by the Contractual Partner is sufficient for the assertion of this right of return. The transfer of risk for the return shipment shall take place at the registered office of BACHMANN. This voluntary right of return does not restrict the statutory rights of return of the Contractual Partner, e.g. within the scope of the warranty for defects.

VIII. Software licence

If software is included in the scope of delivery, the Contractual Partner shall only be granted a non-exclusive right, transferable in the normal course of business, to use the delivered software including its documentation within the scope of the licence conditions provided, unless otherwise stated in the licence conditions of the delivery item. The customer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (Sec. 69 a et seq. German Act on Copyright and Related Rights) and in accordance with the licence conditions provided. The Contractual Partner undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the prior express consent of the supplier. All other rights to the software and the documentation, including copies, shall remain with Bachmann. The granting of sub-licences is only permitted to the extent permitted by law (Sec. 69 a et. sec. German Act on Copyright and Related Rights) and in accordance with the licence conditions provided.

IX Infringements of intellectual property rights

- (1) Bachmann warrants in accordance with this provision that the delivery item is free from intellectual property rights or copyrights of third parties at the registered office of the Contractual Partner. The Contractual Partner shall notify Bachmann immediately in writing if claims are asserted against it due to the infringement of such rights.
- (2) In the event that the delivery item infringes an intellectual property right or copyright of a third party, Bachmann shall, at its option and expense, modify or replace the delivery item in such a way that no rights of third parties are infringed any more, but the delivery item continues to fulfil the contractually agreed functions, or procure the right of use for the Contractual Partner by concluding a licence agreement with the third party. If Bachmann fails to do so within a reasonable period of time, the Contractual Partner shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages of the Contractual Partner shall be subject to the limitations of clause VI. of these General Terms and Conditions of Delivery.
- (3) In the event of infringements of rights by products of other manufacturers supplied by Bachmann, Bachmann shall, at its discretion, assert the claims against the manufacturers and upstream suppliers for the account of the Contractual Partner or assign them to the Contractual Partner. In such cases, claims against Bachmann shall only exist in accordance with this provision if the judicial enforcement of the aforementioned claims against

the manufacturers and upstream suppliers was unsuccessful or has no prospect of success, e.g. due to insolvency.

X. Retention of title

- (1) Bachmann shall retain title to the goods delivered by it to the Contractual Partner (goods subject to retention of title) until payment has been made in full. The Contractual Partner must treat the reserved goods with care. He must insure them adequately at his own expense against fire, water damage and theft at replacement value. If maintenance and inspection work becomes necessary, the Contractual Partner must carry it out in good time at his own expense.
- (2) In the event of seizure of the goods subject to retention of title by third parties or other interventions by third parties, the Contractual Partner must draw attention to Bachmann's ownership and must notify Bachmann immediately in writing so that Bachmann can enforce its ownership rights. If the third party is unable to reimburse Bachmann for the judicial or extrajudicial costs incurred in this connection, the Contractual Partner shall be liable for such costs.

XI Export control

The deliveries and services (fulfilment of the contract) are subject to the proviso that there are no obstacles to fulfilment due to national or international export control regulations applicable to the transaction, in particular embargoes, sanctions or other restrictions. The Contractual Partner is obliged to provide all information and documents and to make all declarations required for the export/transfer/import. Delays due to export inspections or authorisation procedures shall suspend deadlines and delivery times. If the necessary authorisations are not granted, the contract shall be deemed not to have been concluded with regard to the parts concerned; claims for damages shall be excluded in this respect and due to the aforementioned failure to meet deadlines.

XII No re-export to Russia

- (1) The contracting party may not sell, export or re-export goods supplied under or in connection with this agreement that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014, either directly or indirectly, to the Russian Federation or for use in the Russian Federation.
- (2) The contracting party shall use its best efforts to ensure that the purpose of paragraph (1) is not frustrated by third parties in the commercial chain, including potential resellers.
- (3) The contracting party shall establish and maintain an appropriate monitoring mechanism to detect behaviour by third parties further down the chain, including potential resellers, that would defeat the purpose of paragraph (1).
- (4) Any breach of paragraphs (1), (2) or (3) shall constitute a material breach of a key element of this Agreement and Bachmann shall be entitled to take appropriate remedial action, including but not limited to:
 - (i) cancellation of this Agreement; and
 - (ii) a contractual penalty of 10% of the total value of this agreement or the price of the exported goods, whichever is higher.
- (5) The Contractor shall immediately inform Bachmann of any problems in the application of paragraphs (1), (2) or (3), including any relevant third party activities that could frustrate the purpose of paragraph (1). The Contractor shall provide Bachmann with information on compliance with the obligations under paragraphs (1), (2) and (3) within two weeks of a simple request for such information.

XIII Final provisions

- (1) Should one of the above provisions be invalid or unenforceable or contain a gap, this shall not affect the validity of the remaining provisions. In the event of gaps, the parties are obliged to agree on a new provision that comes as close as possible to the invalid or unenforceable provision.
- (2) The contractual relationship between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (3) In the event of all disputes arising from the contractual relationship, if the Contractual Partner is a merchant, a legal entity under public law or a special fund under public law, the action shall be brought exclusively at Bachmann's registered office. Bachmann shall also be entitled to bring an action at the registered office of the Contractual Partner.