General Terms and Conditions of the PARTZSCH Group

I. General

1. The legal relationship between us and the Customer in connection with our deliveries and/or services shall be governed exclusively by our Terms and Conditions of Delivery and Payment which the Customer accepts upon placing an order. These Terms and Conditions shall also apply to all future transactions even if no express reference is made to them, provided that they have been brought to the Customer's attention in connection with an order confirmed by us.
2. If an order is placed on terms differing from our Terms and Conditions of Delivery and Payment, only our Terms and Conditions of Delivery and Payment shall apply even if we do not expressly object. The Customer's general terms and conditions shall apply only if and to the extent that we have expressly acknowledged them in writing. The scope of deliveries shall be determined by the mutually corresponding written declarations of the parties.
3. Pursuant to Section 33 of the German Federal Data Protection Act (BDSG), we hereby inform our customers that their data will be stored and processed electronically by us to the extent necessary for the proper performance and administration of the business relationship.
4. We retain unrestricted ownership rights and copyrights, including all rights of use and exploitation, in all cost estimates, drawings and other documents (hereinafter referred to as the "Documents"). The documents may only be made available to third parties with our prior consent and shall, upon request, be returned to us without undue delay if the order is not placed with us. Sentences 1 and 2 above shall apply mutatis mutandis to the Customer's documents; they may, however, be disclosed to those third parties to whom we have lawfully entrusted the performance of deliveries.
5. Partial deliveries shall be permissible to the extent that they are reasonable for the Customer.
6. The term "claims for damages" in these Conditions of Supply shall also include claims for reimbursement of futile expenditures.

II. Offers and Conclusion of Contract

1. Our offers are non-binding unless expressly stated otherwise.
2. The purchase order signed by the Customer shall be deemed a binding offer. We may accept this offer within two (2) weeks by sending an order confirmation to the Customer or, within that period, by dispatching the goods ordered or notifying the Customer of the commencement of performance in accordance with the order.
3. All information regarding our goods and services, in particular the illustrations, drawings, weight, dimensional and performance data contained in our offers and printed materials are to be regarded as approximate average values. They do not constitute guaranteed characteristics of the goods, but merely descriptions or designations. Unless limits for permissible deviations are expressly stipulated in the order confirmation and designated as such, industry-standard deviations shall in any case be permitted.

III. Prices, Terms of Payment and Set-Off

1. Only the prices and payment terms stated in our order confirmation shall be binding. Additional services shall be charged separately.
2. We are entitled to assign claims arising from our business relationships.
3. All prices are to be understood ex works, excluding packaging, plus the applicable statutory value-added tax unless expressly agreed otherwise with the Customer.
4. For installation services, the Customer shall bear, in addition to the agreed remuneration, all necessary ancillary expenses, such as travel and transport expenses, as well as per diem allowances unless otherwise agreed.
5. If the Customer is in default with any payment obligations towards us, all existing claims shall become immediately due.
6. The Customer shall not be entitled to set off claims unless they are undisputed or have been finally determined by a court.

IV. Retention of Title

1. The delivered items (goods subject to retention of title) shall remain our property until all claims to which we are entitled against the Customer arising from the business relationship have been fully satisfied. If the aggregate value of the security interests to which we are entitled exceeds the total amount of the secured claims by more than 20%, we shall, at the Customer's request, release security interests to a value corresponding to the excess; when granting release, we are entitled to choose between different security interests.
2. During the period of retention of title, the Customer is prohibited from pledging the goods or transferring them by way of security, and resale is only permitted to resellers in the ordinary course of business and only on the condition that the reseller receives payment from its customer or stipulates that title shall pass to the Customer only when the latter has fulfilled its payment obligations.
3. If the Customer resells goods subject to retention of title, the Customer hereby assigns its future claims arising from such resale against its customers to us by way of security, together with all ancillary rights and including any potential balance claims, without the need for any further special declarations. If the goods subject to retention of title are resold together with other items without a separate price having been agreed for the goods subject to retention of title, the Customer agrees to assign to us that portion of the total purchase price claim corresponding to the price charged by us for the goods subject to retention of title.
4. a) The Customer is permitted to process the goods subject to retention of title or to mix or combine them with other items.
4. b) The Parties hereto already now agree that, in the event of combination or mixing with other items not belonging to us, we shall in any case be entitled to co-ownership of the new item in the proportion resulting from the ratio of the value of the goods subject to retention of title that have been combined or mixed to the value of the other goods at the time of such combination or mixing. The new item shall be deemed, to this extent, to be goods subject to retention of title.
4. c) The provision on the assignment of claims pursuant to Clause 3 above shall also apply to the new item. The assignment shall, however, only extend to an amount corresponding to the invoice value of the retained goods that have been combined or mixed. 4. d) If the Customer combines the goods subject to retention of title with real property or movable things, it hereby assigns to us, by way of security and without the need for any further special declarations, its claim to remuneration arising from such combination, together with all ancillary rights, in the proportion that the value of the goods subject to retention of title bears to the value of the other goods combined with them at the time of such combination.
5. Until revocation, the Customer is authorised to collect assigned receivables arising from resale. For good cause, in particular in the event of default in payment, suspension of payments, commencement of insolvency proceedings, dishonour of a bill of exchange, or justified indications of the Customer's over-indebtedness or impending insolvency, we shall be entitled to revoke the Customer's authorisation to collect assigned receivables. Furthermore, following prior notice and upon expiry of a reasonable period specified by us, we may disclose the assignment by way of security, realise the assigned receivables and require the Customer to disclose the assignment by way of security to its customer.
6. In the event of any seizure, attachment of property or other measures or interference by third parties, the Customer shall notify us without undue delay. Upon substantiating a legitimate interest, the Customer shall, without undue delay, provide us with all information required for the assertion of its rights against the Customer and hand over the necessary documents.
7. In the event of a breach of obligations by the Customer, in particular in the event of default in payment, we shall, upon the unsuccessful expiry of a reasonable period granted to the Customer for performance, be entitled not only to repossess the goods, but also to withdraw from the contract; the statutory provisions regarding cases in which the granting of a period for performance is not required shall remain unaffected. In this case, the Customer is obliged to return the goods. Neither the repossession or enforcement of the retention of title, nor the seizure of the goods subject to retention of title by us shall constitute a withdrawal from the contract unless we have expressly declared such withdrawal.

V. Delivery Deadlines; Delay

1. The observance of delivery deadlines requires the timely receipt of all documents to be provided by the Customer, all necessary permits and approvals, in particular plans, as well as the Customer's compliance with the agreed terms of payment and all other obligations. If these prerequisites are not met in time, the relevant periods shall be extended accordingly. This shall not apply if the delay is attributable to us.
2. If failure to observe the agreed time periods is attributable to:
(a) Force majeure, e.g. mobilisation, war, acts of terrorism, pandemic, civil unrest or similar events (e.g. strikes, lockouts),
(b) Virus attacks or other attacks by third parties targeting our IT systems provided that such attacks occurred despite our exercising the degree of care customarily applied in implementing protective measures, or
(c) Impediments arising from German, U.S. or other applicable national, EU or international foreign trade regulations, or from other circumstances beyond our reasonable control, the relevant time periods shall be extended accordingly.
3. Any claims for damages by the Customer arising from delayed delivery, as well as any claims for damages in lieu of performance shall be excluded in all cases of delayed delivery, including where a delivery deadline set by the Customer has expired. This shall not apply where liability arises from wilful misconduct, gross negligence or injury to life, body or health. The Customer may withdraw from the contract only to the extent permitted by law and only insofar as the delay in delivery is attributable to us. The above provisions do not result in any shift in the burden of proof to the detriment of the Customer.
4. The Customer shall, upon our request, be obliged to declare within a reasonable period whether it withdraws from the contract due to the delay in delivery or insists on delivery.
5. If dispatch or delivery is delayed at the Customer's request by more than one (1) month after notification of readiness for dispatch, the Customer may be charged storage fees of 0.5% of the price of the goods delivered for each additional commenced month, but not more than 5%. The contracting parties retain the right to furnish proof of higher or lower storage costs.

VI. Passing of Risk

1. The risk shall also pass to the Customer in the case of carriage-free delivery as follows:
(a) In the case of delivery without installation, once the goods have been dispatched or collected. Upon request and at the expense of the Customer, the goods can be insured by the supplier against the risks that can normally occur during transport.
b) In the case of delivery with installation, on the day of receipt into the Customer's own operations or, where agreed, after successful trial operation.
2. If the dispatch, delivery, commencement, execution of the installation, acceptance into the Customer's own operations or trial operation are delayed for reasons attributable to the Customer or if the Customer is otherwise in default in accepting the delivery, the risk of accidental deterioration and accidental loss shall pass to the Customer.
3. Notwithstanding Clause VI. 1. above, different delivery terms may be agreed in individual contracts or agreements. In such cases, the individual contract or agreement shall take precedence over the provisions of the General Terms and Conditions.

VII. Installation Services

Unless otherwise agreed in writing, installation services shall be subject to the following provisions:
1. The Customer shall, at its own expense, ensure the following in good time:
a) All ancillary works not pertaining to the relevant trade, including the required skilled and auxiliary personnel, construction materials and tools;
b) The equipment and materials required for installation and commissioning,

e.g. lifting tackle and other devices,
d) At the installation site: Suitable storage facilities for machine parts, apparatus, materials, tools, etc., in sufficiently large, suitable, dry and lockable rooms. Furthermore, the Customer shall take, for the protection of our property and the installation personnel on the construction site, such measures as it would take to protect its own property;
e) Protective clothing and protective devices required due to special circumstances at the installation site.
2. Before commencement of the installation services, all customer-supplied equipment, materials and other items required for the execution of the works must be available at the installation site, and all preparatory works must have progressed sufficiently prior to commencement of installation to allow the services to begin in accordance with the agreement and be carried out without interruption. 3. If the installation or commissioning is delayed due to circumstances not attributable to us, the Customer shall bear our costs for the waiting time and any additionally required travel to a reasonable extent. 4. The Customer agrees to confirm the duration of the working time of the installation personnel and the completion of the installation or commissioning without undue delay on a weekly basis.
6. Upon completion, we are required to accept the delivery. The Customer agrees to perform the acceptance within two (2) weeks. Acceptance shall be deemed equivalent if the Customer allows the two-week period to lapse or if the delivered item, where applicable after completion of an agreed test phase, has been put into service.

VIII. Receipt of the Goods
The Customer is not entitled to refuse to take delivery of the goods on account of minor defects.

IX. Warranty; Obligation to Give Notice of Defects; Liability
The Customer agrees to check the delivered goods for completeness and correctness on its premises carefully in accordance with Section 377 of the German Commercial Code ("HGB") immediately after arrival of the goods. Notices of defects issued by the Customer must be submitted in writing without undue delay. The receipt of a written notice (also via telefax or e-mail) is essential.
We assume liability for defects in the following cases:
1. All those parts or services that are defective shall, at our discretion, be repaired free of charge, replaced, or re-performed, provided that the cause thereof already existed at the time of passing of risk.
2. Claims for subsequent performance shall become time-barred 12 months after the commencement of the statutory limitation period; the same shall apply to claims for withdrawal from the contract and reduction of the purchase price. This period shall not apply where longer limitation periods are prescribed by law pursuant to Sections 438(1) No. 2 of the German Civil Code (BGB) (regarding buildings and materials used in construction), 479(1) of the German Civil Code (BGB) (regarding recourse claims) and 634a(1) No. 2 of the German Civil Code (BGB) (regarding construction defects), in cases of wilful misconduct, fraudulent concealment of a defect or breach of a guarantee as to quality. The statutory provisions governing the suspension, tolling and recommencement of limitation periods shall remain unaffected.
3. Following notification of a defect, the Customer shall be entitled to withhold payments to an extent that is reasonable in relation to the defects that have occurred. The Customer shall, however, only be entitled to withhold payments where there can be no doubt as to the validity of the notice of defects. The Customer shall not be entitled to exercise any right of retention where its claims in respect of defects are time-barred. If the notice of defects proves to be unfounded, the Customer shall reimburse us for the costs incurred.
4. We shall be given the opportunity to effect subsequent performance within a reasonable period of time.
5. If subsequent performance fails, the Customer may withdraw from the contract or reduce the remuneration.
6. No claims for defects shall arise in the event of only an insignificant deviation from the agreed characteristics, only an insignificant impairment of fitness for use, normal wear and tear, or damage occurring after the passing of risk as a result of improper or negligent handling, excessive strain, unsuitable or improper equipment or materials or external factors of an unusual nature not contemplated under the contract. If improper modifications or repair work are carried out by the Customer or by third parties, no claims for defects shall arise in respect thereof or in respect of any consequences resulting therefrom.
7. Claims for damages by the Customer arising from a defect shall be excluded. Liability for defects shall be limited to 110% of the contract value. The Contractor shall not be liable for loss of profit, loss of revenue, loss of use, loss of production, capital expenditure or costs arising from interruption of the business operations, loss of anticipated savings or for any indirect or consequential damages or losses of any kind whatsoever. Liability for other damages shall be limited to a total of EUR 1,000,000.00 per order.
8. This shall not apply in cases of fraudulent concealment of a defect, failure to comply with a guarantee of quality, injury to life, body or health, or in the event of an intentional or grossly negligent breach of duty by the Supplier. The above provisions do not result in any shift in the burden of proof to the detriment of the Customer. Any further or other claims of the Customer arising from a defect shall be excluded, except for those provided for in this Article.

X. Extended Lien on Movable Things
1. We shall have a lien on any items belonging to the Customer that come into our possession in connection with the contract as security for any claims arising therefrom. The lien may also be asserted in respect of claims arising from previously performed work, deliveries of spare parts and other services, insofar as they are connected with the item in question. For other claims arising from the business relationship, the lien shall only apply insofar as such claims are undisputed or have been finally and bindingly determined by a court of law.
2. If the item is not collected within 4 (four) weeks of the request for collection, we may, upon expiry of this period, charge reasonable storage fees. If the items are not collected within 3 (three) months at the latest after the request for collection, the obligation to continue storing them shall lapse, and any liability for damage or loss caused by slight negligence shall be excluded. One (1) month prior to the expiry of this period, the Customer will be sent a notice of intended sale. We shall be entitled, upon expiry of this period, to sell the item at its market value in order to satisfy our claims. Any surplus proceeds shall be reimbursed to the Customer.

XI. Manufacture in Accordance with the Customer's Instructions
1. In the case of products manufactured in accordance with the Customer's drawings, samples or other instructions, we shall assume no warranty or liability for the fitness for use of the product or for any other defects, insofar as such defects are attributable to the Customer's instructions.
2. The Customer shall indemnify us against any third-party claims, including, but not limited to, product liability claims, arising from damage caused by the goods unless such damage was caused by our wilful misconduct or gross negligence.
3. The Customer warrants to us that the manufacture and delivery of goods produced in accordance with its instructions do not infringe any third-party intellectual property rights. In the event that third-party intellectual property rights are asserted against us, we shall be entitled, without undertaking any legal review of the potential claims of such third parties and after hearing the Customer, to terminate the contract unless the third party withdraws such assertion within eight (8) days by way of a written declaration addressed to us. The Customer shall be obliged to compensate us for any damages incurred as a result of the assertion of such intellectual property rights. In the event of withdrawal from the contract, we shall be entitled to remuneration for the work performed up to that point. Further rights under statutory provisions shall remain unaffected.
4. Any moulds, tools and design documents produced by us for the performance of the order shall remain our exclusive property. The Customer shall not be entitled to any claims in this respect even if it has contributed to the costs of manufacturing moulds, tools, or design documents unless expressly agreed otherwise.

XII. Reservation of Performance
1. The performance of the contract shall be subject to the condition that there are no impediments arising from German, US or other applicable national, EU or international foreign trade law provisions, nor any embargoes or other sanctions preventing such performance.
2. The Customer is obliged to provide all information and documentation required for the export, dispatch or importation of the goods.

XIII. Impossibility of Performance; Contract Adjustment
1. Where delivery is impossible, the Customer shall be entitled to claim damages unless the impossibility is not attributable to us. The Customer's claim for damages shall, however, be limited to 10% of the value of that part of the delivery which, as a result of the impossibility, cannot be used for its intended purpose. This limitation shall not apply where liability arises from wilful misconduct, gross negligence or injury to life, body or health. This shall not result in any shift in the burden of proof to the detriment of the Customer. The Customer's right to withdraw from the contract shall remain unaffected.
2. Where events within the meaning of Article V No. 2(a) to (c) materially alter the economic significance or content of the delivery or have a material effect on our business operations, the contract shall be reasonably adjusted in accordance with the principles of good faith. If this is economically unreasonable, we shall be entitled to withdraw from the contract. The same shall apply where any required export licences are not granted or are unavailable for use. If we intend to exercise this right of withdrawal, we shall notify the Customer without undue delay after becoming aware of the significance of the relevant circumstances or events even if the Customer has initially agreed to an extension of the delivery period.

XIV. Other Claims for Damages
1. Unless otherwise stipulated in these Terms and Conditions, the Customer shall have no claim for damages, irrespective of the legal basis thereof, in particular arising from a breach of obligations under the contractual relationship or from tort.
2. This shall not apply to the extent that liability is based on the following:
a) Wilful misconduct;
b) Gross negligence on the part of executive bodies, legal representatives or senior executives;
c) Fraudulent intent;
d) Failure to comply with an assumed guarantee;
e) Culpable injury to life, body or health; or
f) Culpable breach of material contractual obligations.
Claims for damages arising from breach of material contractual obligations shall, however, be limited to the typical and foreseeable damage characteristic of this type of contract unless one of the aforementioned cases applies. In such cases, the Contractor shall not be liable for loss of profit, loss of revenue, loss of use, loss of production, capital expenditure or costs arising from interruption of business operations, loss of anticipated savings or for any indirect or consequential damages or losses of any kind whatsoever. Liability for other damages shall in such cases be limited to a total of EUR 1,000,000.00 per order.
3. The above provisions shall not result in any shift in the burden of proof to the detriment of the Customer.

XV. Place of Jurisdiction and Governing Law
1. The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the court having jurisdiction over our registered office.
2. The contractual relationship, including its interpretation, shall be governed exclusively by German law (in particular, the German Civil Code (Bürgerliches Gesetzbuch) and the German Commercial Code (Handelsgesetzbuch)), to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XVI. Binding Effect of the Contract
If any provision of this contract is or becomes invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. This shall not apply if maintaining the contract would constitute undue hardship for either party.

Döbeln, June 2026