

General Terms and conditions of sale and delivery of Dürkopp Fördertechnik GmbH

All of our deliveries and services to individuals, companies, legal entities subject to public law or special assets governed by public law (hereinafter called 'customer') are governed exclusively by the following terms and conditions:

I. Offer and acceptance/written form

- 1. The supply contract and any amendments, collateral agreements and other agreements shall only become effective upon our express confirmation. The supply contract and any amendments, collateral agreements, declarations regarding its termination or other declarations and notifications must be made in writing, unless otherwise agreed in these general conditions.
- 2. Upon receipt of our order confirmation and/or acceptance of the ordered goods or services, the customer recognises our terms and conditions of sale and delivery. We shall not be bound by any deviating general terms and conditions or terms and conditions of purchase of the customer, nor by any terms and conditions of the customer that are stated on any order letter.
- Such terms and conditions shall not become part of the contract either by acceptance of the order or by any other implied act; rather, they must be expressly accepted by us in writing.

II. Prices/processing fees

Our list prices valid on the day of delivery or service or the prices listed by us in a binding offer plus the respective statutory value added tax will apply.

III. Delivery times/default/schedule transactions

1. Specific delivery periods which may be agreed with us from time to time shall run from the date of our order confirmation, but at the earliest from the date of final agreement on issues to be clarified with or by the customer before the start of production or performance. If preparatory work by the customer is required, the agreed delivery periods shall only apply if such work has been provided in full and on time.
2. Unforeseen, unavoidable events during production and other hindrances such as force majeure, labour disputes or other disruptions in our own operations or in the operations of our suppliers as well as delayed deliveries from our suppliers shall entitle us to extend the delivery period by the duration of the delay. We shall inform the customer of the beginning and end of such circumstances as soon as possible and endeavour to minimise the effects.

3. Unforeseen, unavoidable events during production and other hindrances such as force majeure, labour disputes or other disruptions in our own operations or in the operations of our suppliers as well as delayed deliveries from our suppliers shall entitle us to extend the delivery period by the duration of the delay. We shall inform the customer of the beginning and end of such circumstances as soon as possible and endeavour to minimise the effects.

4. Partial deliveries are permissible provided that such partial deliveries are not unreasonably burdensome for the customer.

IV. Packaging/shipping/transfer of risk

- 1. Delivery shall be EXW (most recent Incoterms) from the location specified by us, and the method of packaging and the packaging material will be determined by us in our sole discretion.
- 2. Palettes, containers, and other reusable packaging remains our property and must be returned by the customer to our delivery center without undue delay and at no costs to us. We will invoice disposable packaging at cost and will not take back such packaging.
- 3. Additional costs for express shipping and for the mailing costs for small item deliveries shall be borne by the customer.
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V. Payment

1. Payment must be made without deductions to our account immediately upon invoicing.
2. If the agreed payment deadline is exceeded, the customer shall be in default unless performance is not rendered due to circumstances for which the customer is not responsible.
3. The withholding of payments due to counterclaims or offsetting against counterclaims is not permitted unless the counterclaims are undisputed, legally binding or ready for judgement.
4. We shall be entitled to demand immediate payment of all our claims if circumstances become known which indicate a deterioration in the financial situation of the customer

VI. Retention of title

1. We retain title to all goods delivered by us until all claims resulting from the business relationship with the customer have been satisfied ('Retained Goods'). In cases of current accounts the retained property is deemed to be collateral for the claim to the balance of the account.
2. If the goods with respect to which title has been retained become part of a new item by way of connection or is built into another item and if such item is owned by the customer, it is hereby

agreed that the customer transfers co-ownership to the new item to us and acts as bailee without compensation for such item. Our co-ownership share shall be determined by the relationship of the value of the goods with respect to which title was retained to the value of the new item.

3. The customer hereby assigns to us all claims arising from the resale of the Retained Goods to his customers. If the reserved goods are resold together with other goods which do not belong to us, the customer shall assign to us that part of the claim arising from the resale which corresponds to the invoice amount of the reserved goods. If goods subject to retention of title are resold which belong to us only in part, the part of the claim arising from the resale assigned to us shall be calculated according to our share of ownership.

4. We are granting revocable authority to the customer to collect any claims resulting from the further sale of the Retained Goods. If requested, the customer must notify its customers of the assignment of the claim and deliver to us all information and documents required to enforce our rights.

5. We undertake to release the securities to which we are entitled at the request of the customer to the extent that their value exceeds the claims to be secured by more than 10 %.

6. If the goods subject to retention of title are seized or if our rights are impaired in any other way by third parties, the customer must inform us immediately.

7. Insofar as mandatory legal provisions of the respective country do not contemplate a retention of title within the meaning of this VI 1-6, but recognise other rights to secure the claims from the supplier's invoices, we reserve these rights. The purchaser is obliged to cooperate in measures to which we are entitled to protect our right of ownership or any other right to the reserved goods replacing it.

VII. Warranties/limitation if liability

1. The statutory rights of the customer pursuant to § 437, No. 1 German Civil Code (BGB) apply subject to the following provisions:

a) If delivery items or services are completely or partially unusable as a result of defects whose cause already existed at the time of the transfer of risk, we shall, at our discretion, remedy the defects free of charge or deliver defect-free delivery items free of charge (hereinafter referred to collectively as "subsequent fulfilment"). We shall not be liable for damage caused by normal wear and tear corresponding to the period of use.

b) The customer must give us the appropriate time and opportunity to carry out the subsequent fulfilment that we deem necessary at our reasonable discretion. Only in urgent cases where operational safety is jeopardised or to prevent disproportionately large damage or if we are in default with the rectification of defects shall the customer have the right to carry out the rectification himself or have it carried out by third parties and to demand reimbursement of the necessary costs from us. In such a case, we must be informed immediately.

2. The further statutory rights of the customer apply in accordance with the following provisions:

We are liable only in one of the following events and in each case our liability is limited to the foreseeable damages that are typically accrued in transactions of this kind:

- (1) Willfull breach of duties
- (2) Grossly negligent breach of duties by our legal representatives or persons employed by us in the performance of our obligations (vicarious agents)
- (3) Willful or negligent injuries to life, body or health
- (4) fraudulent concealment of defects or guarantee for the quality of a delivery item
- (5) culpable breach of essential contractual obligations - in the event of gross negligence by non-executive employees and in the event of slight negligence, but limited to reasonably foreseeable damage typical of the contract
- (6) to the extent we are liable under the Product Liability Act for personal injury or property damage to privately used objects
- (7) In all cases of other mandatory statutory liability

3. Unless otherwise stipulated in III clause 3 and VII clauses 1 and 2, our liability is excluded. In particular, this exclusion also applies to claims arising from indirect damage, immaterial damage, consequential damage, consequential damages caused by a defect, financial loss, loss of production, business interruption and loss of profit.

4. Defects must be reported to us immediately after discovery. The rejected items must be made and kept available to us. We will bear the costs for shipment back to us only if such shipment takes place at our request.

5. The customer shall bear the burden of proof that the prerequisites for the claims asserted by him for breach of duty are met. This shall also apply to any fault, willful misconduct or negligence on our part.

6. Claims for defects shall become time-barred 12 months after delivery of the delivery item, unless a longer limitation period is stipulated by law.

7. § 350 of the German Civil Code applies mutatis mutandis to statutory rescission rights.

VIII. Guarantees

The customer agrees and understands that statements in our printed matter, advertising material, Internet sites, presentations and other general information do not constitute a guarantee at any time. Rather, the assumption of guarantees must be made expressly by us, a guarantee must be labelled as such and the agreement of a guarantee requires the separate written form to be effective.

IX. Use of Software

If the scope of delivery includes software developed by us, the customer will be granted a non-exclusive, non-transferable right, limited in time where applicable in accordance with the provisions of the scope of delivery, to use the software including its documentation in connection with the device or delivery item intended for this purpose. Use of the software in connection with more than one delivery item or on devices other than those agreed is prohibited. The granting of sub-licences is not permitted. The customer may only use the software to the extent permitted by law (see also § 69 a ff. UrhG). The customer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without our express prior written consent. We reserve all other rights to the software and the documentation, including copies.

- The customer is prohibited in all cases from reproducing, distributing, editing, modifying, decompiling, renting, leasing, selling, publishing or otherwise transferring the software to third parties for use against payment or free of charge or granting sub-licences or other rights of use. However, the customer shall be entitled to transfer the rights of use granted to him on the basis of this provision to his legal successor, provided that he sells the equipment for the use of which the software is intended and if the purchaser concerned undertakes in writing to us to comply with all conditions in this section IX.

We reserve the right to remedy the cause of any defects in the software by modifying the software. A defect may be remedied by providing written notification of procedures for circumventing an error ("workaround"), provided that this workaround can ensure that the defect in question has no significant impact on the use of the software. Software errors that are not clearly reproducible do not constitute a defect.

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For software developed by third parties (e.g. firmware, operating systems, databases, software tools, etc.), the terms of use and licence conditions of the respective rights holder shall apply. The customer has no claim to the transfer of source codes or the development environment of the software.

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X. Confidentiality

Each party to the contract shall keep the information received from the other party confidential, even if it is not expressly labelled as confidential. This shall also apply after termination of the supply contract. This obligation shall not apply to information which was already legitimately known to the receiving party upon receipt without an obligation of confidentiality or which subsequently becomes legitimately known without an obligation of confidentiality or which - without breach of contract by one of the parties - is or becomes generally known. Each party reserves the ownership and copyrights to the drawings, calculations, concepts, proposed solutions and other documents provided by it. Reproduction and forwarding of such information, documents or data shall only be permitted with the express written consent of the party providing them.

XI No Russia/No Belarus Klausel

In accordance with EU Regulation No. 833/2014 and EC Regulation No. 765/2006, the customer undertakes as follows: The customer shall not (a) sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any parts of the System or goods supplied under or in connection with this contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014; (b) sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any parts of the System or goods supplied under or in connection with this contract that fall under the scope of Article 8g of Council Regulation (EC) No 765/2006; and (c) use, and prohibit possible sublicensees the use of, any intellectual property rights, trade secrets or other information, licensed or transferred under or in connection with this contract, in connection with goods that fall under the scope of Article 12ga of Council Regulation (EU) No 833/2014 and are intended for sale, supply, transfer or export, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus.

The customer shall undertake its best efforts to ensure that the purpose of the foregoing sentence is not frustrated by any third parties further down the commercial chain, including by possible resellers. The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose this clause. Any violation of this clause shall constitute a material breach of an essential element of this agreement, and we shall be entitled to seek appropriate remedies, including, but not limited to termination of this agreement. The customer shall inform us without undue delay about any non-compliance or problems in applying this clause. The customer shall provide us with appropriate information on compliance with the obligations of this provision without undue delay upon our request. We will disclose information about the contractual relationship and requested information about the customer if required by regulatory authorities.

XII. Miscellaneous

1. The place of fulfilment for deliveries is the place from which we deliver. The place of fulfilment for payments is in our invoice.
2. The place of competent jurisdiction is Bielefeld, Germany. Notwithstanding the foregoing, we will have the right to bring an action also at the principal place of business of the customer.
3. The contractual relationship is governed by the laws of the Federal Republic of Germany. The application of the Convention for the International Sales of Goods (CISG) is expressly excluded.
4. The failure to assert, in whole or in part, any rights from this contract or to assert such right belatedly shall not be construed as a waiver of this or any other right.
5. Should any provisions of these General Terms of Sale and Delivery is or becomes invalid, the remaining provisions shall remain valid.
6. Please note that we store and process personal data in the course of business transactions. All legal regulations concerning data privacy are observed.

Dürkopp Fördertechnik GmbH

State: September 2024