

Klimmer Group

General Terms and Conditions of Sale and Delivery

Version: March 2026

The following English language version of the General Terms and Conditions of Sale and Delivery is provided for information purposes only.

The legally binding and authoritative version of these General Terms and Conditions of Sale and Delivery is the German language version (Klimmer Group Allgemeine Verkaufs- und Lieferbedingungen).

In the event of any discrepancies, inconsistencies or differences in interpretation between the German language version and this translation, the German language version shall prevail.

1. Scope of Application

1.1 These General Terms and Conditions of Sale and Delivery shall apply to any contractual relationship concerning the manufacture and/or supply of products or the provision of services (hereinafter referred to as the “Contract Products”) by

- **Ernst Klimmer GmbH, Stanz- und Umformtechnik**
Ostpreußenstraße 8, 89331 Burgau
- **BSB Metallverformung GmbH + Co. Stanzwerk**
Siemensstraße 8, 89331 Burgau
- **BWB Behälter-Werk Burgau GmbH + Co. KG**
Siemensstraße 8, 89331 Burgau
- **HMT–Häseler Metall Technik GmbH**
Industriestraße 5, 78112 St. Georgen

(each hereinafter individually referred to as the “Contractor”) to entrepreneurs, legal entities under public law, and special funds under public law (hereinafter referred to as the “Customer”). The Contractor and the Customer are hereinafter collectively referred to as the “Parties” and individually as a “Party.”

1.2 Unless expressly agreed otherwise in writing, for example in order confirmations or separate agreements (e.g. confidentiality agreements, quality agreements, technical specifications), the Contractor’s deliveries and services shall be performed exclusively on the basis of these General Terms and Conditions of Sale and Delivery.

1.3 Any conflicting, deviating or additional general terms and conditions of the Customer (e.g. purchasing conditions) shall not be recognized and shall therefore not become part of the contract unless the Contractor has expressly agreed to their applicability in writing. This shall also apply if the Customer refers to its terms and conditions in the course of correspondence (e.g. within the framework of a long-term agreement in connection with the conclusion of individual orders or call-off orders).

- 1.4 These General Terms and Conditions of Sale and Delivery shall also apply if the Contractor performs the delivery or service to the Customer without reservation while being aware of conflicting, deviating or additional terms and conditions of the Customer.
- 1.5 Unless expressly agreed otherwise in writing, these General Terms and Conditions of Sale and Delivery, in the version valid at the time of the Customer's order, shall also apply as a framework agreement to similar future contracts without the Contractor being required to refer to them again in each individual case.

2. Offer, Conclusion of Contract, Documents and Specifications

- 2.1 Offers made by the Contractor shall be non-binding and subject to change. This shall also apply where the Contractor provides the Customer with catalogues, technical documentation, product descriptions or other documents.
- 2.2 Orders placed by the Customer shall be deemed binding offers to conclude a contract. The Contractor may accept such offer within ten (10) working days (Monday to Friday) after receipt. The Contractor may also accept the offer by delivering the Contract Products or by commencing performance of the services. The contract shall be concluded upon acceptance by the Contractor; any late acceptance shall be deemed a new offer within the meaning of Clause 2.1.
- 2.3 Orders and order confirmations may, notwithstanding Clause 17.1 of these General Terms and Conditions of Sale and Delivery, also be made in text form.
- 2.4 Where the Contractor provides the Customer with catalogues, technical documentation, product descriptions or other documents, the Customer shall examine such documents for completeness, accuracy and suitability for the intended use of the Contract Products. This shall apply irrespective of whether such documents are provided in connection with an offer, an order confirmation or any other documentation. No advisory obligation of the Contractor shall arise therefrom. The Contractor shall not be liable for the suitability of the Contract Products for a purpose intended by the Customer unless a specific quality or suitability for a particular purpose has been expressly agreed in writing.
- 2.5 Where the Customer provides specifications or instructions of any kind, in particular specifications regarding product characteristics or the procurement of products from specific upstream suppliers, the Customer shall bear sole responsibility and liability for such specifications. The Customer shall indemnify and hold the Contractor harmless from and against any and all claims by third parties arising from the implementation of such specifications, in particular claims based on infringements of intellectual property rights or product liability. Any duties of examination or notification on the part of the Contractor shall exist only in the case of obvious unsuitability.

3. Long-Term Agreements, Call-Off Orders, Price Adjustments

- 3.1 Contracts aimed at supplying the Customer over a longer period of time (typically having a term of at least twelve (12) months) and containing provisions regarding (total) order quantities, target quantities or other quantity planning to be specified by the Customer during the contractual term through call-off orders (hereinafter referred to as “Long-Term Agreements”) shall be subject to the following provisions.
- 3.2 Within the framework of Long-Term Agreements, the Customer shall be entitled to specify the quantities to be delivered and the delivery dates by means of call-off orders (hereinafter referred to as “Call-Off Orders”). Call-Off Orders shall relate to partial quantities of the quantities agreed or assumed under the Long-Term Agreement and shall constitute binding orders based on the Long-Term Agreement within the meaning of Clause 2.2. A contract for the supply shall only be concluded upon acceptance of the Call-Off Order by the Contractor.
- 3.3 The Customer shall notify the Contractor of Call-Off Orders at least three (3) months prior to the respective delivery date. The Customer shall be obliged on a rolling basis to accept and pay for the quantities called off and accepted for the following three (3) months. Amendments or cancellations of accepted Call-Off Orders by the Customer shall only become effective if expressly approved by the Contractor; any costs resulting therefrom shall be borne by the Customer.
- 3.4 Unless expressly agreed otherwise in writing, Long-Term Agreements shall not establish any obligation of the Contractor to supply specific total quantities.
 - 3.4.1 If no binding total quantity has been agreed, the Contractor shall calculate the quantities to be delivered over a defined period based on the forecast communicated by the Customer (the “Target Quantity”). If the quantities actually purchased fall below the Target Quantity for reasons attributable to the Customer, the Contractor shall be entitled to adjust the agreed prices in accordance with the actual purchase quantities insofar as the Contractor’s calculated unit costs increase as a result. If the Customer ceases purchasing entirely or if the quantities actually purchased fall short of the Target Quantity by more than ten percent (10%) for reasons attributable to the Customer, the Contractor shall be entitled to claim compensation for non-amortized investment, development and procurement costs.
 - 3.4.2 If a binding total quantity has been agreed, the Customer shall be obliged to purchase the entire quantity within the agreed term. If the total quantity is not purchased in full or not within the agreed timeframe, the Contractor shall be entitled either to produce and deliver the remaining quantity or to claim damages for non-performance. Such damages shall include, in particular, lost profits as well as non-amortized investment and procurement costs.
- 3.5 If, within the framework of Long-Term Agreements, a material change occurs in key cost factors, in particular labor, material, transport or energy costs, either Party shall

be entitled to request negotiations on an appropriate price adjustment taking these factors into account. A material change shall generally be deemed to exist if a cost factor changes by more than five percent (5%) compared to the previous twelve (12) months. The Party notified of such material change may request reasonable evidence of the change from the other Party. If the Parties are unable to agree on a price adjustment within twenty (20) working days after notification by one Party, the Contractor shall be entitled to terminate the Long-Term Agreement for cause with immediate effect.

- 3.6 The Contractor may terminate Long-Term Agreements for convenience by giving three (3) months' notice to the end of a calendar month. Ordinary termination by the Customer shall be excluded. The right of both Parties to terminate for cause shall remain unaffected. In the event of termination, the Customer shall be obliged to accept and pay for all Call-Off Orders confirmed up to the effective date of termination at the agreed price. The Customer shall further reimburse the Contractor for all non-amortized investments and costs for procured materials demonstrably incurred by the Contractor in reliance on the performance of the Long-Term Agreement, in particular on the basis of Target Quantities or binding total quantities.

4. Delivery Dates, Delivery Periods, Delays, Default in Delivery, Acceptance

- 4.1 Unless expressly designated as binding by the Contractor or agreed in writing as binding, delivery periods and delivery dates shall be non-binding.
- 4.2 Delivery periods and delivery dates shall be extended by the duration of a delay plus a reasonable restart period (but at least ten (10) working days), insofar as the delay results from the fact that:
- 4.2.1 the Contractor is not responsible for the delay – in particular, the Contractor shall not be responsible for cases of force majeure within the meaning of Clause 13 or for the late or improper supply by upstream suppliers, provided that the Contractor has concluded a congruent covering transaction; or
- 4.2.2 the Contractor's performance depends on cooperation obligations of the Customer (in particular the provision of documents, approvals, information, decisions or releases) or payment obligations (in particular advance payments or securities), and the Customer has failed to fulfil such obligations; or
- 4.2.3 changes are agreed after the conclusion of the contract or become necessary due to statutory requirements.

In the cases of Clauses 4.2.2 and 4.2.3, the Customer shall reimburse the Contractor for any additional costs incurred as a result.

- 4.3 The Contractor shall only be deemed to be in default if a delivery date expressly agreed as binding is exceeded, no delay within the meaning of Clause 4.2 exists,

the Customer has requested performance from the Contractor in writing and a reasonable grace period has expired without result.

- 4.4 Insofar as the Contract Products involve services subject to the law of contracts for work and services or custom-made products and acceptance is required by law or agreed by contract, the Customer shall accept the performance without undue delay after notification of completion. Acceptance may only be refused in the event of material defects. If, within ten (10) working days after notification of completion, neither acceptance nor written notification of specific material defects is provided, the performance shall be deemed accepted. Commissioning or productive use of the performance shall likewise constitute acceptance.

5. Delivery, Transfer of Risk, Shipment

- 5.1 Unless expressly agreed otherwise in writing, delivery shall be made EXW (Incoterms 2020) at the place designated by the Contractor. Compliance with the delivery date or delivery period shall be determined by the Contractor's notification that the Contract Products are ready for shipment or collection.
- 5.2 The risk of accidental loss and accidental deterioration of the Contract Products shall pass to the Customer upon provision of the Contract Products at the designated place of delivery. This shall also apply if the Contractor exceptionally undertakes transport; Section 447 of the German Civil Code (BGB) shall apply accordingly.
- 5.3 The Customer shall be obliged to accept Contract Products that have been made available or delivered in accordance with the contract even if they exhibit minor defects. Any rights in respect of defects shall remain unaffected.
- 5.4 If the Customer does not collect Contract Products that have been notified as ready for shipment without undue delay, the Customer shall be deemed to be in default of acceptance (Sections 293 et seq. BGB). In such case, the Contractor shall be entitled, at its discretion, (1) to dispatch the Contract Products, or (2) to store them at the Customer's cost and risk. If stored by the Contractor, storage costs in the amount of 0.25% of the net invoice amount of the stored Contract Products shall be charged for each commenced week, up to a maximum of 5% of such amount. The Contractor reserves the right to claim higher damages; any storage charges already paid shall be credited. Further statutory claims shall remain unaffected.
- 5.5 The Contractor shall be entitled to make partial deliveries insofar as these are reasonable for the Customer. Each partial delivery shall be deemed a separate delivery.
- 5.6 The Contractor shall be entitled, at its discretion and at the Customer's expense, to take out appropriate transport insurance unless the Customer has issued contrary instructions.

6. Prices and Terms of Payment

- 6.1 Prices shall apply to the scope of performance and delivery specified in the order confirmation and shall be stated in Euro EXW (Incoterms® 2020) plus the applicable statutory value added tax. Costs for packaging, freight, postage, customs duties, insurance and other ancillary services shall be charged separately unless otherwise agreed in writing.
- 6.2 Unless expressly agreed otherwise in writing, all invoices shall be due for payment within fourteen (14) days from the invoice date without deduction. The decisive date of payment shall be the date on which the full amount is credited to the Contractor's bank account.
- 6.3 The Customer shall be deemed in default of payment no later than fourteen (14) days after the due date and receipt of the invoice, without the need for a further reminder. In the event of default, the Contractor shall be entitled to charge statutory default interest and statutory default compensation as well as any further proven damages caused by the delay.
- 6.4 The minimum order value shall be EUR 250 (net). If an order falls below this amount, the Contractor shall be entitled, at its discretion, (1) to postpone the order until the minimum order value is reached, or (2) to charge a flat handling fee of EUR 50 (net).
- 6.5 The Customer shall only be entitled to set-off if its counterclaims have been finally adjudicated or acknowledged by the Contractor. The Customer shall only be entitled to exercise a right of retention insofar as its counterclaim arises from the same contractual relationship.
- 6.6 If, after conclusion of the contract, circumstances become known to the Contractor that are likely to materially reduce the creditworthiness of the Customer, or if the Customer is in default with due payments, the Contractor shall be entitled (1) to perform outstanding deliveries or services only against advance payment or provision of security, and (2) to withdraw from the contract in accordance with the statutory provisions. Further statutory rights shall remain unaffected.
- 6.7 The place of performance for all obligations of the Contractor and the Customer shall be the Contractor's place of business.

7. Samples and Production Equipment

- 7.1 The manufacturing costs for samples and production equipment (in particular tools, molds, fixtures, templates or models) shall, unless otherwise agreed in writing, be charged separately and shall be payable independently of the delivery of the Contract Products. This shall also apply to replacement or subsequent production equipment required due to wear, technical modifications or production-related adjustments.

- 7.2 If the Customer suspends or terminates the cooperation during the development or manufacture of samples or production equipment, the Customer shall reimburse all costs incurred up to the time of suspension or termination, including obligations properly entered into by the Contractor in connection with the agreed development or manufacture. Further statutory claims, in particular claims for compensation for lost profits, shall remain unaffected.
- 7.3 Unless expressly agreed otherwise in writing, ownership of samples and production equipment manufactured or procured by the Contractor shall remain with the Contractor, even if the Customer has borne all or part of the associated costs. The Customer shall have no right to demand their surrender. Ownership shall only transfer to the Customer if this has been expressly agreed in writing and all costs associated with the respective production equipment have been paid in full.
- 7.4 The Contractor shall be entitled to retain samples and production equipment for the duration of the business relationship and for a reasonable period thereafter. The Contractor shall not be obliged to store them permanently.

8. Prototypes

- 8.1 If the Parties agree that a Contract Product is to be supplied as a “Prototype” within the meaning of the TISAX requirements, the maturity level to be achieved and the related TISAX assessment shall be determined exclusively in accordance with the Contractor’s standards applicable to the “pre-series” as set out in **[Annex X]**.
- 8.2 If the Customer intends to order prototypes whose characteristics and standards deviate from the Contractor’s pre-series standards referred to in Clause 8.1, in particular with regard to data protection, information security, confidentiality or other customer-specific requirements, this shall require an explicit, separate written agreement. In the absence of such an agreement, the Contractor shall have no obligation to implement such deviating or additional requirements.
- 8.3 If deviating requirements pursuant to Clause 8.2 require adjustments to processes, documentation, security precautions or technical measures, such adjustments shall only be implemented after written agreement between the Parties. All resulting costs, including certification, audit and consulting costs, shall be borne by the Customer. If the deviating requirements necessitate an adjustment of the TISAX assessment objective or an extension of the TISAX label, the Customer shall notify the Contractor of the desired assessment objective in writing. The Parties shall agree on the assessment objective in writing. The Contractor shall be granted a reasonable period to carry out the measures required to achieve the respective TISAX label.

- 8.4 Prototypes are intended solely for development, testing or validation purposes. The Contractor shall not owe series maturity, durability or unrestricted operational capability unless expressly agreed otherwise in writing.

9. Retention of Title

- 9.1 The retention of title agreed below shall serve to secure all existing and future claims of the Contractor against the Customer arising from the ongoing business relationship, including all claims arising from a current account relationship (hereinafter referred to as the "Secured Claims").
- 9.2 The Contract Products delivered by the Contractor (hereinafter referred to as the "Reserved Goods") shall remain the property of the Contractor until all Secured Claims have been paid in full.
- 9.3 The Customer shall be obliged to treat the Reserved Goods with due care and to insure them at its own expense against fire, water and theft damage at replacement value. The Reserved Goods may neither be pledged nor assigned as security prior to full payment of the Secured Claims. The Customer shall notify the Contractor in writing without undue delay if (1) an application for the opening of insolvency proceedings over its assets is filed, (2) enforcement measures or other third-party actions are taken against the Reserved Goods, or (3) any other impairments of the Contractor's rights become apparent.
- 9.4 If the Customer defaults on payment of Secured Claims, if insolvency proceedings are applied for, or if a material deterioration in the Customer's financial situation occurs, the Contractor shall be entitled, at its discretion, (1) to withdraw from the contract and/or (2) to demand the return of the Reserved Goods; a demand for return shall not simultaneously constitute a declaration of withdrawal. The Customer shall grant the Contractor or its authorized representatives access to its business premises for the purpose of collecting the Reserved Goods.
- 9.5 If the Reserved Goods are processed, mixed or combined with other items, such processing shall be carried out for the Contractor as manufacturer within the meaning of Section 950 of the German Civil Code (BGB). The Contractor shall acquire ownership of the resulting products at their full value. If third-party ownership rights remain in the case of processing, mixing or combination, the Contractor shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. The resulting product shall be deemed Reserved Goods within the meaning of this Clause 9.
- 9.6 The Customer shall be entitled to resell the Reserved Goods in the ordinary course of business as long as no case within the meaning of Clause 9.4 has occurred. The Customer hereby assigns to the Contractor, by way of security, all claims arising from the resale of the Reserved Goods or the resulting product against third parties, either in full or in the amount of the Contractor's co-ownership share. The assignment

shall also include balance claims from current account relationships. The Contractor hereby accepts such assignment.

- 9.7 The Customer shall remain authorized to collect the assigned claims until a case within the meaning of Clause 9.4 occurs. If such a case occurs, the Contractor shall be entitled (1) to revoke the Customer's authorization to collect the claims, (2) to disclose the assignment to the debtors, and (3) to collect the claims itself. Upon request, the Customer shall provide the Contractor with all information necessary for collection and shall hand over the relevant documents.
- 9.8 If the realizable value of the securities exceeds the Secured Claims by more than twenty percent (20%), the Contractor shall release securities of its choice at the Customer's request.

10. Warranty for Defects

- 10.1 The statutory provisions shall apply to defects in quality and defects in title, unless otherwise provided below. The special statutory provisions applicable in the case of final delivery of the Contract Products to a consumer (Sections 478, 445a, 445b BGB) shall remain unaffected. Any supplier recourse shall be excluded to the extent that the defective goods have been further processed, modified or improperly installed by the Customer or another entrepreneur.
- 10.2 The absence of defects in the Contract Products shall be determined exclusively by the quality expressly agreed in writing between the Parties. By way of derogation from Section 434 (2) and (3) BGB, the following circumstances in particular shall not constitute a defect unless expressly agreed in writing: (1) suitability for a particular or ordinary use, (2) a quality customary in goods of the same kind, (3) public statements made by the Contractor or third parties, (4) the existence of accessories, instructions or documentation. Any suitability for a particular use or the inclusion of instructions or accessories shall require an express written agreement.
- 10.3 Product descriptions, specifications or technical data shall not constitute a guarantee or warranted characteristic. Any guarantee or agreement on a specific quality shall require an individual, explicit and written agreement.
- 10.4 Where Contract Products are manufactured in accordance with specifications of the Customer or its customers, or where specific suppliers are involved at the Customer's request, the Contractor shall owe only manufacture in accordance with such specifications. The Customer shall bear sole responsibility for the accuracy, completeness and suitability of such specifications. Claims for defects and damages shall be excluded to the extent that a defect is attributable to faulty or incomplete specifications of the Customer or its customers. The Customer shall indemnify and hold the Contractor harmless from and against any and all third-party claims based on such specifications.

- 10.5 The Customer shall be obliged to inspect the Contract Products immediately upon delivery and to notify any apparent defects in writing without undue delay (Section 377 HGB). Non-apparent defects shall be notified in writing without undue delay after discovery. Notice of defects shall be deemed to have been given without undue delay if made no later than within three (3) working days after delivery or discovery, as applicable. If the Customer fails to duly inspect the goods or give notice of defects, the goods shall be deemed approved.
- 10.6 In the event of defective Contract Products, the Contractor shall be entitled, at its own discretion, to effect subsequent performance by repair or replacement delivery. At the Contractor's request, the defective Contract Product shall be returned carriage paid or made available for inspection. The Customer shall grant the Contractor a reasonable period for subsequent performance. A period shall be deemed reasonable if it takes into account the time required to procure materials, carry out repairs, or manufacture new Contract Products.
- 10.7 If subsequent performance fails or is rightfully refused by the Contractor, the Customer may, at its option, demand a price reduction or withdraw from the contract. Claims for damages shall be governed exclusively by Clause 11.
- 10.8 The limitation period for claims based on defects in quality and defects in title shall be twelve (12) months from delivery of the Contract Products. Where acceptance has been agreed or is required by law, the limitation period shall commence upon acceptance. Claims under Clause 11.2 (unlimited liability) shall remain unaffected.
- 10.9 If the Parties have entered into a written ppm agreement (parts per million), such provisions shall apply in addition to these General Terms and Conditions of Sale and Delivery and shall prevail over them in the event of inconsistencies or gaps.

11. Contractor's liability

- 11.1 The following limitations and exclusions of liability shall apply to all claims for damages or reimbursement of futile expenses, irrespective of the legal grounds, in particular claims arising from defects, breaches of duty or tort. They shall apply to the Contractor as well as to its corporate bodies, legal representatives, employees, other vicarious agents and any other persons for whose fault the Contractor is responsible under statutory provisions.
- 11.2 The following limitations and exclusions of liability shall not apply (1) in cases of intent or gross negligence, (2) in cases of injury to life, body, health or property, (3) in cases of fraudulently concealed defects, (4) where a guarantee or procurement risk has been assumed, or (5) in cases of liability under the German Product Liability Act (Produkthaftungsgesetz).

- 11.3 Liability for Simple Negligence – In cases of simple negligence, the Contractor shall only be liable for the breach of a material contractual obligation (cardinal obligation). Cardinal obligations are obligations whose fulfilment is essential for the proper performance of the contract and on the observance of which the Customer may regularly rely. In such cases, liability shall be limited to compensation for the foreseeable damage typically to be expected. In all other respects, liability for simple negligence shall be excluded.
- 11.4 Insofar as the Contractor is not subject to unlimited liability pursuant to Clause 11.2, the Contractor's liability – irrespective of the legal grounds – shall be limited in amount to the net order value of the delivery or partial delivery from which the respective claim arises.
- 11.5 Any further liability of the Contractor – in particular for loss of profit, compensation for production downtime or interruption, indirect damages and consequential damages, as well as damages arising from third-party claims against the Customer – shall be excluded.
- 11.6 In the event of delay in delivery, the Contractor's liability shall be limited to five percent (5%) of the agreed net price of the Contract Products delivered late. Any further claims for damages due to delay shall be excluded unless unlimited liability applies pursuant to Clause 11.2.
- 11.7 Contractual penalties or lump-sum damages in favor of the Customer shall only be effective if expressly agreed in writing.
- 11.8 Insofar as the Contractor is not subject to unlimited liability pursuant to Clause 11.2, the Contractor's total liability arising out of or in connection with a contractual relationship within a calendar year shall be limited to 150% of the net order value of the Contract Products delivered during that period.

12. Scrap and Loss Rates

- 12.1 If the Customer provides parts to the Contractor for cleaning, processing or other treatment, the Contractor's liability for scrap and loss of workpieces in relation to cleaning parts shall be excluded up to a rate of two percent (2%) of the total number of parts provided by the Customer in each case. The rate shall apply to the respective individual batch or delivery. If, due to the geometry, material characteristics or other properties of the parts, it is foreseeable that a higher scrap rate is to be expected, the Parties shall agree in writing on an appropriate deviating rate before the start of processing. The exclusion of liability under this clause shall not apply in cases of intentional misconduct or gross negligence on the part of the Contractor.
- 12.2 The scrap rate pursuant to Clause 12.1 shall be increased by the number of parts required as samples for testing purposes, in particular for residual contamination analyses, adhesion tests or retention samples.

12.3 If the scrap or loss of workpieces exceeds the agreed rate, the Contractor shall provide compensation solely for the number of damaged parts exceeding the agreed rate. Compensation shall be limited in amount to the proven manufacturing costs incurred by the Customer for the affected parts. Any further claims, in particular claims for loss of profit or production downtime, shall be excluded; Clause 11 shall otherwise apply.

13. Force Majeure

13.1 Force majeure shall be deemed to exist where an external event occurs that has no operational connection and cannot be prevented even by the exercise of the utmost reasonable care.

Cases of force majeure shall include in particular: (1) labor disputes, strikes or lockouts, (2) civil unrest, armed conflicts or terrorist attacks, (3) governmental measures, mandatory statutory provisions, export restrictions, embargoes or sanctions, (4) punitive tariffs or other geopolitical trade restrictions, (5) epidemics or pandemics, (6) shortages of raw materials, energy or materials, (7) late or improper delivery by suppliers, provided that the Contractor has concluded a congruent covering transaction, and (8) other unforeseeable, unavoidable and serious events beyond the Contractor's sphere of influence.

If an event of force majeure occurs, the Contractor shall be released from its performance obligations for the duration and to the extent of the effects of such event. Delivery and performance deadlines shall automatically be extended by the duration of the disruption plus a reasonable restart period.

13.2 During the duration of force majeure, the Contractor shall not be liable for delays or disruptions in performance. This shall also apply if such events occur at a time when the Contractor is already in default, unless the Contractor has caused the default intentionally or through gross negligence.

13.3 The Contractor shall inform the Customer without undue delay of the occurrence of a force majeure event and, where possible, of its expected duration and consequences. An obligation to coordinate further measures shall only exist to the extent this is reasonable and feasible.

13.4 If a force majeure event lasts longer than six (6) months and materially prevents the performance of the contract, either Party shall be entitled to withdraw from the contract in whole or in part. In such case, claims for damages shall be excluded. The obligation to pay for services already rendered shall remain unaffected.

14. Intellectual Property Rights

- 14.1 Unless expressly agreed otherwise in writing, all copyrights, industrial property rights and other intellectual property rights in the Contract Products as well as in related documents (in particular drawings, models, calculations, specifications, software, operating instructions and technical documentation) shall belong exclusively to the Contractor. This shall also apply to any modifications, further developments and improvements.
- 14.2 Upon full payment of the respective delivery, the Customer shall receive a simple, non-exclusive and non-transferable right to use the Contract Products, limited to their contractual use. Any further use, in particular reproduction, modification, reverse engineering, disclosure to third parties or use outside the agreed purpose, shall be prohibited unless expressly permitted in writing.
- 14.3 To the extent that the Contractor further develops or completes drawings, models or other templates on behalf of the Customer, all rights arising therefrom shall belong exclusively to the Contractor unless expressly agreed otherwise in writing. In such case, the Customer shall only receive the right of use set out in Clause 14.2.
- 14.4 Any documents, drawings and technical documentation made available to the Customer shall remain the property of the Contractor. Upon request, they shall be returned or destroyed without undue delay and may not be made accessible to third parties.
- 14.5 The Contractor shall be entitled to use any knowledge, experience and know-how gained during development without restriction for other projects and customers.
- 14.6 If the Customer provides the Contractor with specifications, drawings, models, specifications or other documents and such materials result in the infringement of third-party intellectual property rights, the Customer shall indemnify and hold the Contractor harmless against any and all claims of third parties. The indemnification shall include all damages, expenses and necessary legal costs incurred by the Contractor in this context. Such indemnification obligation shall only apply insofar as the infringement of intellectual property rights is attributable to specifications provided by the Customer.

15. Confidentiality

- 15.1 If the Parties have entered into a separate confidentiality agreement, such agreement shall take precedence over the provisions set out below.
- 15.2 "Confidential Information" shall mean all documents, data, samples, models, drawings, specifications, requirement specifications, calculations, know-how, trade and business secrets as well as any other information disclosed or made accessible to one Party by the other Party in the course of the business relationship, regardless

of whether such information is communicated orally, in writing, electronically or in any other form.

- 15.3 The receiving Party undertakes (1) to use Confidential Information exclusively for the purposes of the contractual cooperation, (2) not to disclose it to third parties, and (3) to protect it against unauthorized access by appropriate technical and organizational measures within the meaning of the German Trade Secrets Act (Geschäftsgeheimnisgesetz), at least with the same degree of care as it uses to protect its own confidential information of comparable importance. Disclosure to employees shall only be permitted to the extent such employees necessarily require the information for the performance of the contract and are likewise bound by confidentiality obligations.
- 15.4 The receiving Party shall not analyze, reverse engineer, decompile or otherwise attempt to reproduce the Confidential Information itself or through third parties, unless the information is publicly available or becomes publicly available through lawful means.
- 15.5 The confidentiality obligations under this Clause 15 shall not apply to Confidential Information that (1) was publicly known at the time of disclosure or becomes publicly known thereafter without breach of this agreement, (2) was already lawfully known to the receiving Party prior to disclosure, (3) has been independently developed by the receiving Party without use of the Confidential Information, (4) has been obtained from an authorized third party without breach of a confidentiality obligation, or (5) must be disclosed due to statutory obligations or official orders. In the event of disclosure required by law or official order, the disclosing Party shall be informed in advance, to the extent legally permissible, and the disclosure shall be limited to the extent necessary. The Party invoking an exception shall bear the burden of proof.
- 15.6 Upon request of the disclosing Party or upon termination of the business relationship, all Confidential Information, including any copies thereof, shall be returned without undue delay or demonstrably destroyed, unless statutory retention obligations prevent such return or destruction.
- 15.7 The disclosure of Confidential Information shall not transfer any ownership rights, license rights or other rights of use unless expressly agreed otherwise in writing.
- 15.8 The confidentiality obligations set out in this Clause 15 shall apply from the first receipt of Confidential Information and shall remain in force for an unlimited period of time for as long as and to the extent the information does not become publicly known.
- 15.9 If a Party culpably breaches the confidentiality obligations set out in this Clause 15, it shall be obliged to pay an appropriate contractual penalty. The amount of the contractual penalty shall be determined by the entitled Party at its reasonable discretion and, in the event of a dispute, shall be subject to review by the competent court as to its appropriateness. Any further claims for damages shall remain

unaffected; any contractual penalty paid shall be credited against any claim for damages. The right to seek injunctive relief shall also remain unaffected.

16. Sanctions

- 16.1 The Customer undertakes to comply with all applicable export control, embargo and sanctions regulations relating to countries, goods or persons. These include in particular the regulations of (1) the United Nations, (2) the European Union, including Regulation (EU) 2021/821 (Dual-Use Regulation), (3) the Federal Republic of Germany, (4) the United States of America (federal and state law), (5) the People's Republic of China, and (6) any other applicable national or international provisions. In particular, the Customer undertakes not to sell, deliver, transfer or otherwise make available the Contract Products, directly or indirectly, to any persons, organizations or entities where such actions are prohibited or subject to authorization under the aforementioned regulations. This shall also apply to re-exports, technical assistance, intermediary services or any other form of economic use.
- 16.2 If delivery or performance is prohibited, subject to authorization or economically unreasonable due to applicable export control or sanctions regulations, the Contractor shall be entitled (1) to suspend delivery, (2) to withdraw from the contract, or (3) to terminate the contract for cause. In such case, the Customer shall have no claims for damages. Services already rendered shall remain payable.
- 16.3 If, at the intended time of delivery, the funds or economic resources of the Customer or of an intended recipient are frozen, or if there is a prohibition on making funds or economic resources available to such persons directly or indirectly, the Contractor shall be released from its obligation to perform.
- 16.4 The Contractor shall be entitled at any time to request appropriate evidence from the Customer demonstrating compliance with export control and sanctions regulations, in particular: (1) end-use declarations, (2) authorizations, (3) export licenses, and (4) other compliance documentation. If the Customer fails to provide the required evidence, or fails to do so in a timely manner, the Contractor shall be entitled to suspend delivery until the matter has been clarified. If such evidence is not provided or if reasonable doubts remain as to the legality of the intended use, the Contractor shall be entitled to withdraw from the contract or to terminate it for cause.
- 16.5 The obligations under this Clause 16 shall not apply insofar as compliance with them would violate Council Regulation (EC) No. 2271/96 (the „EU Blocking Regulation“) or Section 7 of the German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung).

17. Written Form, Governing Law, Place of Jurisdiction, Severability

- 17.1 Any amendments or modifications to these General Terms and Conditions of Sale and Delivery as well as to the contracts concluded thereunder shall require written form in order to be effective. This shall also apply to any amendment or waiver of this written form requirement. Transmission by e-mail shall satisfy the written form requirement unless a stricter form is mandatorily required by law.
- 17.2 The legal relationship between the Contractor and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply. Mandatory provisions of conflict-of-law rules shall remain unaffected.
- 17.3 The exclusive place of jurisdiction for all disputes arising out of or in connection with the business relationship shall be Günzburg, Federal Republic of Germany. Mandatory statutory provisions regarding exclusive places of jurisdiction shall remain unaffected. However, the Contractor shall also be entitled to bring an action against the Customer at the Customer's general place of jurisdiction.
- 17.4 This English language version of the General Terms and Conditions of Sale and Delivery is provided for information purposes only. The legally binding and authoritative version of these General Terms and Conditions of Sale and Delivery is the German language version (Klimmer Group Allgemeine Verkaufs- und Lieferbedingungen). In the event of any discrepancies, inconsistencies or differences in interpretation between the German language version and this translation, the German language version shall prevail.
- 17.5 Should one or more provisions of these General Terms and Conditions of Sale and Delivery be or become invalid or void, the validity of the remaining provisions shall remain unaffected. The Parties undertake to replace the invalid provision or fill any contractual gap with a provision that, in a legally effective manner, most closely reflects what the Parties would have agreed according to their presumed intent as determined on the basis of their contractual relationship.