

General Terms and Conditions of Delivery and Payment

of the Supplier:
Wilhelm Bahmüller Maschinenbau Präzisionswerkzeuge GmbH
Wilhelm-Bahmüller-Str. 34
73655 Plüderhausen

The following General Terms and Conditions are written in German and translated into English. The customer is able to view, save and print the current Terms and Conditions at any time on the homepage of the Supplier Wilhelm Bahmüller Maschinenbau Präzisionswerkzeuge GmbH (hereinafter referred to as the Supplier or Bahmüller or we/us) under the link: www.bahmueller.de.

Commencement Clause

The purpose of these terms and conditions is to regulate the framework conditions for a business relationship between the parties, and they apply to deliveries and services of the Supplier, to the extent that the customer is an entrepreneur within the meaning of §14 BGB (German Civil Code), a legal entity under public law or a special fund under public law.

§ 1 Scope / General

- (1) Deviating, conflicting or supplementary terms and conditions of business of the customer are not binding on us unless we have expressly agreed to their validity in writing. This also applies if we do not expressly object to the validity of the customer's terms and conditions of business, or if we carry out the delivery to the customer without reservation.
- (2) Legally-relevant declarations and notifications which the customer makes to Bahmueller following conclusion of contract, such as setting deadlines, notifications of defects, declarations of withdrawal or reduction, must be made in writing or text form in order to be effective.
- (3) The reference to statutory provisions shall only have a clarifying significance. To the extent that the statutory provisions are not directly amended or expressly excluded in these terms and conditions, they shall apply even without such clarification.

§ 2 Conclusion of contract / language of contract

- (1) The contract shall be concluded by Bahmueller sending an order confirmation.
- (2) The order confirmation shall be exclusively decisive for the scope and execution of the delivery. Material or services which are not included in it shall be charged for separately. If the order confirmation is drawn up on the basis of the customer's documents, the details contained therein shall only be binding if express reference is made to them in the order confirmation.
- (3) The contract language is German but a translation is provided in English. The German language version, with a translation in English, is available to the customer for the conclusion of the contract.

§ 3 Delivery periods / delay in delivery / force majeure

- (1) Unless otherwise agreed, delivery periods or delivery dates are generally non-binding. Delivery dates shall only be binding if they have been expressly agreed as a binding fixed delivery date in the order confirmation.
- (2) Bahmueller's obligation to deliver and perform shall always be subject to correct and own, timely delivery of goods to itself.

(3) The delivery period start, as regulated in the individual contract, shall be subject to the clarification and written fixing of all technical, legal and commercial questions. For this, it is essential for all information to be supplied by the customer to have been received correctly and completely by Bahmüller. The delivery period, as stipulated in the individual contract, commences at the earliest with the receipt by Bahmüller of an advance payment stipulated in the individual contract.

(4) If delivery is delayed due to force majeure, the delivery period shall be extended by the delay caused by this. A case of force majeure shall exist if an unforeseeable and uncontrollable external event occurs that cannot be prevented or averted even by exercising the utmost care. Especially, but not solely, these are events such as earthquakes, pandemics/epidemics, floods, hurricanes, fire and lightning strikes, but also wars, civil wars and revolutions.

Likewise, this applies in cases

1. of supply deficiencies for which Bahmüller is not responsible,
2. of untimely and incorrect supply of preliminary products,
3. delivery hindrances, including delivery delays and bans, which are caused by national or international regulations, as a result of export control provisions, embargoes or other sanctions, in particular those of the EC and the USA, official licensing obligations or orders.

This also applies if such circumstances occur at Bahmüller's suppliers. The customer shall be informed of such obstacles without delay. In return, the customer shall be obliged to provide all information and documents required for the export or transfer of goods and services. Delays, brought about by export inspections or licensing procedures shall suspend deadlines and delivery times.

(5) In any case, a delay in delivery on the part of Bahmüller shall require a reminder from the Customer with a reasonable period of grace unless an absolute fixed date transaction has been agreed. With damage caused by delay, the Supplier shall limit liability for damages in addition to performance or damages instead of performance to a maximum of 5 % of the value of the delivery/service.

(6) If approvals which are ultimately indispensable are not granted, or if the delivery/service cannot be approved, the contract shall be deemed not to have been concluded with regard to the delivery/service concerned without any mutual claims for damages or reimbursement of expenses.

(7) Furthermore, Bahmüller shall be entitled to terminate the contract without notice (contract for work and services) or to withdraw from it (purchase contract) insofar as this is necessary in order to comply with national and international legal provisions. In the event of such termination on the part of Bahmüller, the customer shall not be entitled to claim any damages or to assert any other rights which are justified in the termination as such, unless Bahmüller has acted with intent or gross negligence.

(8) Bahmüller's statutory rights shall remain unaffected, in particular those in the event of exclusion of the obligation to perform, such as, for example, due to impossibility or unreasonableness of performance and/or subsequent performance.

§ 4 Delivery / Transfer of Risk / Acceptance / Default of Acceptance

(1) Unless otherwise agreed, deliveries shall be made EXW from our warehouse in Plüderhausen (Incoterms 2020). This is also the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the goods will be shipped to another destination. Unless otherwise stipulated, we are entitled to determine the type of shipment, in particular with regard to the transport company, shipping route and packaging.

(2) Unless they are unreasonable for the customer, we are permitted to make partial deliveries, taking into account our interests. A case of unacceptability shall be deemed to exist, in particular, if the partial delivery leads to considerable additional work or additional costs for the customer, or if the partial delivery cannot be used by the customer within the scope of the contractual purpose.

(3) Insofar as the goods are shipped at the request of the customer, this shall be at the customer's risk. The risk shall pass upon loading onto the transport vehicle, even if we assume responsibility for dispatch, export and/or installation. If transport is delayed for reasons within the customer's sphere

of influence, the risk shall pass to the customer as soon as the delivery is ready for dispatch and Bahmueller has notified the customer accordingly. The customer shall bear the transport and packaging costs and customs duty.

(4) Transport insurance may be taken out at the customer's request and expense.

(5) Loss or externally recognisable damage to the goods as well as exceeding the delivery period shall be notified to the carrier with sufficient clarity on delivery in accordance with § 438 of the German Commercial Code (HGB). The customer shall provide us with a copy of the notification without delay.

§ 5 Prices / Terms of Payment

(1) The prices stated in the order confirmation shall be decisive, plus the applicable value added tax, other taxes, packaging costs, any transport costs, customs duties, fees and other public charges ex our warehouse in accordance with the respective regulation in INCOTERMS 2020.

(2) The purchase price shall become due upon handover of the object of sale (purchase contract) or acceptance (contract for work and services), unless a different provision has been agreed in the individual contract. In the event of non-performance, the customer shall be in default. During the period of default, interest shall be charged on the price at a rate of 9 percentage points above the respective base interest rate.

(3) The claim to commercial interest on arrears in accordance with §§ 352, 353 HGB remains unaffected.

(4) In the event of default in payment and or justified doubts about the Customer's creditworthiness Bahmueller may make any further delivery dependent on an advance payment or the provision of security to the amount of the invoice. In particular Bahmueller reserves the right to demand an unlimited, directly enforceable bank guarantee on first demand to the amount of the agreed price before delivery. In the event that the guarantee is not provided within a reasonable period Bahmueller shall be entitled to withdraw from the contract.

(5) Payment by bill of exchange or cheque shall only be permitted if expressly agreed and shall be deemed to have been made on account of performance. Any costs in connection with the redemption of the bill of exchange or cheque shall be borne by the Customer.

(6) The customer shall only be entitled to rights of set-off and retention to the extent that its claim is undisputed by us, has been finally determined by a court of law or is based on the plea of non-performance of the contract in accordance with § 320 BGB.

§ 6 Retention of title

(1) Bahmueller shall retain ownership of the goods (hereinafter referred to as: goods subject to retention of title) until all claims to which it is entitled from the contract and the business relationship with the Customer and claims arising in future have been settled.

(2) The customer is authorised to resell the goods subject to retention of title in the ordinary course of business, provided that ownership is not transferred to the customer until the customer has met its payment obligations in full. The pledging or transfer of ownership by way of security is prohibited. The Customer shall inform Bahmueller immediately in writing in the event of seizure, attachment or other dispositions or interventions by third parties. He shall inform the attaching creditor of the retention of title. The Customer shall bear all the costs which have to be incurred in order to lift the attachment or the seizure by third parties and to recover the property.

The Customer shall herewith assign to Bahmueller all claims to which the Customer is entitled from the resale, including all ancillary rights and any claims for compensation against a credit insurance company. Bahmueller hereby accepts this assignment.

(3) Bahmueller shall be obliged to release its securities at the Customer's request insofar as the realisable value of the securities exceeds the claims to be secured by more than 10%; Bahmueller shall be free to choose the securities to be released.

§ 7 Warranty

- (1) Warranty shall only be given for faulty construction or faulty workmanship. Bahmueller shall only be liable for material defects to the extent that the material defect should have been recognised with professional care. Furthermore, the warranty shall not apply in the case of only insignificant deviation from the agreed quality or in the case of insignificant impairment of the usability for the intended or usual purpose. The notification and complaint obligations of § 377 of the German Commercial Code (HGB) shall apply.
- (2) Subsequent performance shall be effected, at our discretion, by remedying the defect or by delivery of goods free of defects. If our item is installed in or attached to another item in accordance with its type and intended use, we shall be entitled, in the event that our item is defective, to remove and install or attach the repaired or delivered defect-free item ourselves at our expense.
- (3) Bahmueller shall bear the costs of the rectification or delivery unless the Customer's request to rectify the defect turns out to be unjustified. If the costs increase because the delivery has been taken by the Customer to a place other than the contractually agreed place of delivery, the additional costs incurred as a result shall be borne by the Customer.
- (4) Bahmueller shall be liable for damage caused intentionally or by gross negligence, in the case of fraudulent concealment of defects, in the case of acceptance of a guarantee of quality and in the case of injury to life, body or health. Bahmueller shall only be liable for other damage if a cardinal obligation is breached, the fulfilment of which makes the performance of the contract possible in the first place and on the observance of which the Customer may regularly rely. In these cases liability shall be limited to typically foreseeable damage.
- (5) Bahmueller shall not accept any liability for third-party machines supplied by the Customer which are connected to the machine supplied by Bahmueller. Bahmueller does not guarantee a fault-free software connection between the machine supplied to us and the third-party machine. When third-party machines are connected to machines supplied by Bahmueller, failures or defects may occur for which Bahmueller shall not accept any liability. The exclusion of liability shall not apply to damage caused by a grossly negligent breach of duty on the part of Bahmueller or by a deliberate or grossly negligent breach of duty on the part of a legal representative or vicarious agent of Bahmueller.
- (6) Warranty for used items shall be excluded.
- (7) The warranty period for defects within the meaning of (1) on new items shall be 1 year from the transfer of risk. The liability for damages in the sense of (4) shall become statute-barred 1 year after knowledge of the damaging party and the damage, but no later than 3 years after the transfer of risk.

§ 8 Liability

- Bahmueller shall be liable to the Customer in accordance with the statutory provisions for compensation in the event of culpable injury to life, limb and health as well as in the event of intent and gross negligence, in the event of fraudulent concealment of a defect or a guarantee assumed by Bahmueller as well as in accordance with the mandatory statutory provisions (e.g. Product Liability Act).
- (2) Bahmueller shall also be liable in the event of a slightly negligent breach of an essential contractual obligation. Material contractual obligations shall be those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the Customer regularly relies and may rely. In these cases, however, Bahmueller's liability shall be limited to compensation for foreseeable damage typical of the contract.
- (3) In all other respects liability for damages, on whatever legal grounds, shall be excluded.
- (4) Liability for consequential damages and contractual penalties is limited to a maximum of 5% of the net contract price.

§ 9 Export control and “no-Russia-clause”

- (1) Products Bahmüller (incl. subsidiaries of Bahmüller) may not be exported or resold to Russia.
- (2) The customer (importer/buyer) of products of Bahmüller (incl. subsidiaries of Bahmüller) undertakes not to sell, export or re-export, directly or indirectly, goods of Bahmüller (incl. subsidiaries of Bahmüller) to the Russian Federation or for use in the Russian Federation that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014.
- (3) The customer (importer/buyer) of Bahmüller (incl. subsidiaries of Bahmüller) products shall make every effort to ensure that the purpose of paragraph 1 is not frustrated by third parties in the wider chain of commerce, including potential resellers.
- (4) The customer shall comply with the applicable provisions of national and international (re-)export control law when passing on the supplies and services provided by the Supplier to third parties at home and abroad.

§ 10 Limitation

- (1) Claims based on material defects and defects of title shall become statute-barred within one year from delivery of the goods. Insofar as acceptance has been agreed, the statute of limitations shall commence upon acceptance.
- (2) The respective statutory limitation period shall apply to claims under the Product Liability Act or in the case of intent or fraudulent intent, gross negligence, in cases of Supplier recourse under §§ 478, 479 BGB, a defect of title under § 438 Par. 1 no. 1 a) BGB or if the goods constitute an item under § 438, Par. 1 no. 2 b) BGB (item was used for a building in accordance with its customary manner of use and caused its defectiveness) or in the case of injury to life, limb or health.

§ 11 Secrecy / Industrial property rights

- (1) Bahmueller shall retain ownership and all industrial property rights and copyrights in designs, samples, illustrations, photographs, technical documents, cost estimates or quotations, even if the customer has assumed the costs for these. The same shall apply in the case of digital transmission. The customer may only use the designs etc. in the manner agreed with us. The customer shall be obliged to respect existing patent, sample, model and trademark rights to the products manufactured or sold by Bahmueller.
- (2) The customer shall retain confidentiality toward third parties regarding any knowledge that has not been made public in the course of the business relationship with Bahmueller and which is protected from disclosure at Bahmueller by special measures.
- (3) The customer shall undertake, not under any circumstances, to rebuild the products manufactured or sold by Bahmueller in whole or in part or to have them reverse engineered. (Reverse engineering)
- (4) If Bahmueller's industrial property rights are infringed by the customer, the customer shall be liable to pay compensation for all damage incurred.

§ 12 Data privacy

Bahmueller shall guarantee compliance with the applicable data privacy regulations in respect of the Customer's personal data or his vicarious agents which is collected, processed and used within the framework of the contractual relationship. Additional information can be found in Bahmueller's data privacy declaration.

§ 13 Final provisions

- (1) With regard to all legal relations (including cross-border legal relations) arising from and in connection with this contractual relationship, the contracting parties agree that German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of performance for all services, in particular deliveries and payments, shall be Bahmueller's registered office in D-73655 Plüderhausen.

(3) If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Bahmueller's registered office in 73655 Plüderhausen. However, Bahmueller shall be entitled to appeal to the court responsible for the customer's registered office.

(4) Should one of the above general terms and conditions of business be invalid, the remaining provisions shall remain unaffected by this. The invalid provision shall then be replaced by the statutory provisions.

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