

General Terms and Conditions of Delivery and Payment

of the provider:

Wilhelm Bahmüller Maschinenbau Präzisionswerkzeuge GmbH

Wilhelm-Bahmüller-Str. 34

73655 Plüderhausen

The General Terms and Conditions of Business set forth below are written in German. The customer can view, store, and print out the then-applicable terms and conditions of business on the homepage of the provider Wilhelm Bahmüller Maschinenbau Präzisionswerkzeuge GmbH (hereinafter “Bahmüller” or “we/us”) at any time via the link: www.bahmueller.de

Preamble

The goal of these terms and conditions of business is to govern the overall conditions that apply to a business relationship between the Parties. They apply to goods and services provided by the provider to the extent that the customer is an entrepreneur as defined in Sec. 14 of the German Civil Code (BGB), a legal entity under public law, or a public-law special fund.

Sec. 1 – Scope of application; general provisions

(1) Terms and conditions of business of the customer that deviate from, conflict with, or supplement these terms and conditions are not binding on us unless we have expressly consented to the application thereof in writing. This applies even if we did not expressly reject the application of terms and conditions of business of the customer or execute the delivery to the customer without reservations.

(2) Legally relevant declarations and notices that the customer makes to Bahmüller after the contract is entered into, such as the setting of time limits, reports of defects, and declarations of rescission or reduction of payment, are not valid unless made in written form or in text form.

(3) Any references to statutory provisions are made for purposes of clarification only. Except where statutory provisions are directly amended or expressly ruled out in these terms and conditions of business, the latter apply even without such clarification.

Sec. 2 – Entry into contract; language of the contract

(1) After receiving the order, Bahmüller will confirm receipt of the order to the customer within a time limit of ten working days. The order confirmation constitutes acceptance of the offer to enter into a contract. The declaration of acceptance can also be made by delivering the goods ordered.

(2) The language of the contract is German. The only language available to the customer for entering into the contract is the German language.

Sec. 3 – Delivery time limits; delay and default in delivery

(1) Delivery time limits are not binding as a basic principle unless otherwise agreed.

(2) Bahmüller’s obligation to deliver and perform is subject to correct and timely delivery to Bahmüller itself.

(3) The delivery time provided in the individual contract does not start until all technical questions have been clarified in full. For this to be the case, it is essential for all information that is to be supplied by the customer to have been received in correct and complete form by the provider. The delivery time provided in the individual contract shall commence at the earliest when Bahmüller receives down payment as stipulated in the individual contract.

(4) To the extent that the delivery is delayed by circumstances of force majeure (e.g. by a pandemic), particularly in the case of measures within the scope of labor disputes, such as strike and lawful lockout, and in the case of other obstacles that are unforeseeable to Bahmüller and for which Bahmüller is not responsible, the delivery time limit shall be extended by the period of delay caused thereby.

This also applies in cases of

1. supply shortages for which Bahmüller is not at fault;
2. non-timely and/or incorrect delivery of precursor or preliminary products,
3. obstacles to delivery, including delivery delays and delivery prohibitions, caused by national or international regulations as a result of export control provisions, embargoes, or other sanctions, particularly those imposed by the European Community and/or the United States, obligations to obtain the approval or authorization of government agencies, or government orders.

This also applies to the extent that such circumstances occur for suppliers of Bahmüller. The customer shall be notified of any such obstacles without delay. In return, the customer is obligated to supply all information and documents that are needed for the export or for the performance of the delivery and service.

(5) In all cases, default of delivery on Bahmüller's part necessarily requires a warning notice from the customer with adequate lead time unless a commercial or absolute fixed transaction has been agreed. In the event of damage and/or losses due to delay or default, the provider's liability for damages is limited, in addition to performance or damages in lieu of performance, to 5% of the value of the goods/service.

(6) If approvals or authorizations that are essential are not granted on a final basis or the goods/service is/are not suitable for authorization, the contract is deemed to have been terminated with regard to the goods/service in question without there being any reciprocal claims for damages or compensation for expenditures.

(7) Furthermore, Bahmüller is entitled to terminate the contract with immediate effect (contract to produce a work) or to rescind the contract (purchase agreement) to the extent that notice of termination is required in order to comply with national and international legal provisions. In the event of such a notice of termination on Bahmüller's part, assertion of claims for damages or of other rights by the customer that are founded on the termination as such are ruled out unless there has been intent or gross negligence on Bahmüller's part.

(8) Nothing herein shall affect Bahmüller's statutory rights, particularly those that apply where the obligation to perform is ruled out, for example where it is impossible or unreasonable to perform and/or effect a cure.

Sec. 4 – Delivery; allocation of risk; formal acceptance; delay or default in acceptance

(1) Unless otherwise agreed, deliveries shall be made EXW from our warehouse in Plüderhausen (Incoterms 2010). This is also the place of performance for the delivery and any cure that is to be effected. The goods shall be sent to another destination location at the customer's request and the customer's expense. Unless otherwise provided, we are entitled to determine the nature of the shipping, particularly with regard to the shipping company or companies, shipping route and manner of shipping, and packaging.

(2) We are permitted to make partial deliveries, taking our interests into account, unless these are unreasonable for the customer. A partial delivery is deemed to be unreasonable, in particular, if it gives rise to substantial additional effort or additional costs on the customer's part, the partial

delivery is not usable for the customer within the scope of the intended purpose under the contract, or it is not certain that the rest of the goods ordered will be delivered.

(3) To the extent that the goods are shipped at the customer's request, this takes place at the customer's own risk. The risk passes at the time of loading onto the transportation vehicle, even if we assume responsibility for the shipping, export, and/or setup. Where the transportation is delayed for reasons lying within the customer's sphere, the risk passes to the customer as soon as the delivery is ready to ship and Bahmüller notifies the customer thereof. The customer shall bear the costs of transportation and packaging, as well as the customs duties.

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

(5) The freight forwarder must be notified with sufficient clarity upon delivery in accordance with Sec. 438 of the German Commercial Code (HGB) if there has been any loss of goods or outwardly noticeable damage to the goods or if the delivery time limit has been exceeded. The customer must provide us with a copy of the notification without delay.

Sec. 5 – Prices; payment terms

(1) The operative prices are those stated in the order confirmation, inclusive of packaging but not including value-added tax (VAT) at the then-applicable rate, other taxes, any transportation costs, customs duties, fees, and other public charges or duties that may apply from our warehouse in accordance with the relevant provision of INCOTERMS 2020.

(2) The purchase price shall fall due for payment upon delivery of the item purchased (purchase agreement) or formal acceptance (contract to produce a work) unless otherwise provided in the individual contract.

(3) Nothing herein shall affect the claim to commercial interest on payments due pursuant to Sec. 352, 353 HGB.

(4) In the event of default of payment and/or if there are well-founded doubts concerning the customer's creditworthiness, Bahmüller can render any further delivery dependent on prepayment or provision of security in the amount of the sum invoiced.

(5) Payment by bill of exchange or check is permitted only if expressly agreed and is always deemed to be made on account of performance. Any costs associated with redeeming the bill or check shall be at the customer's expense.

(6) The customer has no rights of setoff or retention except where the customer's claim is undisputed by us, has been established with final, binding legal force, or is based on the defense of an unperformed contract pursuant to Sec. 320 BGB.

Sec. 6 – Retention of title

(1) Bahmüller retains title to the goods (hereinafter: "goods subject to retention of title") until such time as all claims accruing to Bahmüller under the contract and the business relationship with the customer, including in the future, have been fulfilled.

(2) The customer is authorized and empowered to resell the goods subject to retention of title in the ordinary and customary course of business provided that title thereto does not pass to the purchaser unless and until it has fulfilled its payment obligations in full. The customer is not permitted to pledge the goods subject to retention of title or to transfer title thereto by way of security. The customer hereby assigns to Bahmüller any and all claims accruing to the customer from the resale, including all ancillary rights and claims for compensation against a credit insurance policy. Bahmüller accepts this assignment.

(3) Bahmüller is obligated to release its items of security at the customer's request to the extent that the realizable value of the items of security exceeds the claims to be secured by more than 10%; Bahmüller is obligated to choose the items of security to be released.

Sec. 7 – Warranty

- (1) The rights of the customer in the event of material and legal defects shall be governed by the statutory provisions.
- (2) Subsequent performance shall be effected at our discretion by remedying the defect or by delivery of goods free of defects. If our item has been, in keeping with its nature and intended purpose, installed in or attached to another item, we are entitled to remove our item in the event that it is defective and to install or attach the item in which the defect has been cured or the defect-free item that has been supplied ourselves at our own expense.

Sec. 8 – Liability

- (1) Bahmüller is liable to the customer pursuant to the statutory provisions for damages in case of culpable loss of life, bodily injury, and impairment of health and in cases of intent and gross negligence, in case of malicious concealment of a defect or in case of a warranty made by Bahmüller, and is also liable pursuant to the non-waivable statutory provisions (such as those of the German Product Liability Act (ProdHaftG)).
- (2) Bahmüller is moreover liable in case of violation of an essential contractual obligation through ordinary negligence. Essential contractual obligations are those contractual obligations whose fulfillment renders the proper performance of the contract possible in the first place and in compliance with which the customer can and does generally trust. In these cases, however, Bahmüller's liability is limited to compensation for the foreseeable amount of damage and/or losses typical of the contract.
- (3) In all other cases, liability for damages, irrespective of the legal basis, is ruled out.
- (4) If the goods and services provided by the provider are passed along to third parties in Germany or any other country, the customer is obliged to comply with the relevant applicable provisions of national and international export control law.

Sec. 9 – Limitation of claims

- (1) Claims with regard to material and legal defects shall lapse within one year from delivery of the goods. If a formal acceptance procedure has been agreed, the limitation period commences upon formal acceptance.
- (2) With regard to claims under the German Product Liability Act or in case of intent or malice or of gross negligence, in the case of recovery from a supplier pursuant to Sec. 478 and/or 479 BGB or a legal defect pursuant to Sec. 438 (1) No. 1 a) BGB, or if the goods constitute a thing pursuant to Sec. 438 (1) No. 2 b) BGB (thing has been used for a building in accordance with the normal way it is used and has resulted in the defectiveness of the building) or in the case of loss of life, bodily injury, or impairment of health, the relevant statutory limitation period applies.

Sec. 10 – Confidentiality; industrial property rights

- (1) In the case of designs, samples, illustrations, photographs, technical documents, cost estimates, or offers, Bahmüller retains title and all industrial property and copyrights even if the customer has assumed the costs thereof. The same applies in the event of digital transmission. The customer is not permitted to use the designs, etc., except in the manner agreed with us. The customer is not permitted to produce the goods supplied itself, or to have them produced by third parties, without our written consent.
- (2) The customer must keep secret from third parties any and all knowledge obtained within the scope of the business relationship with Bahmüller that is not public knowledge and is protected from disclosure at Bahmüller's end through special measures.

Sec. 11 – Data protection

The provider guarantees that the applicable provisions of data protection and privacy law will be observed with regard to the personal data of the customer and/or its vicarious agents that is collected, processed, and/or used within the scope of the contractual relationship. For further information, please see the **Bahmüller data protection declaration**.

Sec. 12 – Final provisions

- (1) The Parties agree with regard to all legal relationships arising out of and in connection with this contractual relationship that German law applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of performance is the location of Bahmüller's registered office.
- (3) If the customer is a merchant as defined in the HGB, a legal entity under public law, or a public-law special fund, the sole place of jurisdiction for all disputes arising directly or indirectly out of the contractual relationship is the location of Bahmüller's registered office in Plüderhausen, postal code 73655. Bahmüller is, however, entitled to bring an action before the court of jurisdiction for the location of the customer's registered office.

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