General sales and delivery conditions

of Erlenbach GmbH

(subsequently referred to as "Sales Conditions")

I. Scope of application

1. These Sales Conditions apply to all deliveries, work performed and services provided by Erlenbach GmbH (subsequently referred to as the "Company") to companies as defined by the § 14 German Civil Code if the contract belongs to the company's business, as well as to corporate bodies under public law and special funds under public law.
2. These Sales Conditions apply to the entire course of business between the Company and the Customer even if they are not mentioned in later contracts.
3. Customer conditions that contravene, supplement or deviate from these Sales Conditions will not become part of the contract unless the Company has explicitly agreed to their applicability in writing signed by a person who is and authorised representative. These Sales Conditions therefore also apply if the Company makes a delivery without reservation to the Customer in the full knowledge of their contravening or differing conditions.
4. Additional or deviating agreements to these Sales Conditions, which are made between the Company and the Customer, must therefore be in writing. This also applies to revoking this requirement of the written form.
5. Rights beyond these Sales Conditions, to which the Company is entitled according to the legal regulations remain unaffected.

II. Quotations, contract conclusion, contractual changes

1. All quotations, price lists and specifications on the website are subject to change and non-binding.
2. Illustrations, drawings, technical descriptions, weight, dimension, performance and consumption specifications, as well as other descriptions of the delivery item are non-binding unless otherwise explicitly agreed on as binding.
3. The Company retains all property rights and copyrights for all quotations documents. These documents must not be made accessible to third parties.
4. An order only becomes binding once it has been confirmed by the Company with a written order confirmation. If the order confirmation deviates from the order from the Customer's point of view, they must inform the Company in writing immediately. Otherwise, the order confirmation is considered binding for both sides. Silence on the part of the company to quotations, orders, requests or other declarations from the Customer is only considered agreement if this was explicitly agreed in writing. If the order confirmation contains obvious mistakes, clerical errors or calculation errors, it is not binding for the Company.

5. Declarations submitted by employees require written confirmation by the Company to take effect.

III. Prices

1. Unless otherwise agreed in writing, the contractual currency is EURO.
2. Unless otherwise agreed in writing, all prices specified by the Company are “ex-works” (EXW/INCOTERMS 2020) from the Lautert factory/warehouse, not loaded and ready for collection by the Customer, and only apply to the delivery item ordered excluding VAT. Transport, packaging and other services associated with the delivery item, such as loading and unloading, installation, erection, commissioning, planning, monitoring and training are not included in the price and must be paid separately by the Customer.

IV. Payment conditions

1. Unless otherwise agreed in writing, all Company invoices must be paid immediately and without deductions.
2. Unless otherwise agreed in writing, the following payment arrangements apply:

30 % of the gross sales price according to the order confirmation as a deposit after placing the order

60 % of the gross sales price according to the order confirmation when notified that the delivery item is ready for shipping

10 % of the gross sales price according to the order confirmation as a remaining amount following commissioning of the delivery item, no later than 10 weeks after delivery

3. Payments must only be made in EURO by bank transfer to the bank account listed in the invoice, specifying the invoice reference number.
4. Payments must be made without deduction and under the conditions listed in the invoice.
5. If a significant deterioration to the Customer’s financial circumstances is known or the Customer defaults on payments of one of their invoices, the Company is also entitled to demand securities for all deliveries that are still outstanding.
6. If the Customer defaults on payment, the Company is entitled to invoice for default interest to the legally permitted amount. Furthermore, the Company is also entitled to withdraw from the contract after setting an appropriate grace period and to retain a contractual penalty amounting to the agreed deposit. This also applies in the event that the demanded securities are not provided. If no deposit was agreed, the contractual penalty is 30 % of the gross sales price. Rights to compensation due to non-fulfilment remain unaffected. In the event of default, the Customer commits to compensating the Company for any reminder fees and collection expenses if required for expedient prosecution and in an appropriate ratio to the claims.
7. The Customer shall only be entitled to offset or assert rights of retention insofar as his counterclaims are undisputed, have been legally established or are ready for judgement. Offsetting or exercising a right of retention is also admissible if the Customer's claim and the Company's claim relates to the same contractual relationship.

V. Delivery conditions, scope and deadlines

1. INCOTERMS 2020 apply. Unless otherwise agreed in writing, the delivery date is the on which the delivery item is made available to the Customer in the Company's production factory/warehouse (delivery date "EXW"). The risk is therefore transferred to the Customer as soon as readiness for collection is declared to the Customer.
2. The Company's written order confirmation is decisive for the scope of the delivery. Changes to the scope of the delivery require written confirmation by the Company to take effect. We reserve the right to make design and shape changes to the delivery item as long as the changes are not significant and are reasonable for the Customer.
3. Operating manuals and certificates from suppliers are only part of the delivery in digital format in German and/or English.
4. Partial deliveries are permitted insofar as they do not unreasonably disadvantage the Customer or such partial deliveries are not excluded in writing upon conclusion of the contract.
5. Delivery deadlines and dates must always be agreed upon in writing. Delivery deadlines and dates are non-binding unless explicitly designated as binding.
6. The start of the delivery deadlines requires the Company to send the order confirmation and the Customer to supply all documents, permits and approvals that must be obtained, including clarifying all technical queries and receipt of all agreed deposits. As a result, the delivery can only be initiated once the agreed payments have been received.
7. The place of fulfilment for all deliveries is the Company's factory/warehouse in Lautert. This also applies if the transport costs are paid by the Company (in advance). On Customer request, transport and transport insurance will be arranged for the Customer at their cost and risk, and paid in advance. The Customer will be invoiced for these costs separately. The Customer approves any appropriate shipping method.
8. All justified and minor changes to the Company's performance or delivery obligations, particularly delivery delays of up to 4 weeks are considered agreed upon in advance. Delivery delays of up to 4 weeks do not entitle the Customer to reduce or retain parts of the purchase price, or to withdraw from the contract.
9. The delivery item delivered must be accepted by the Customer regardless of their claims for defects even if it has insignificant defects.
10. If the Customer defaults on acceptance or breaches other obligations to cooperate, the Company can demand compensation for the damages incurred including any additional expenses. The risk of sudden destruction or a sudden deterioration to the delivery item is transferred to the Customer from the time that they default on acceptance. If the Customer has defaulted on acceptance, the Company is furthermore entitled to either store the delivery item in their warehouse, for which they will at its reasonable discretion invoice a reasonable storage fee per started calendar day or will store it in an authorised, professional storage facility at the Customer's cost and risk. At the same time, the Company is entitled to insist on contract fulfilment or to withdraw from the contract after setting an appropriate grace period and to use the delivery item in another way. If they withdraw from the contract, a contractual penalty beyond this amounting to the defined deposit amount is considered agreed. If no deposit was agreed, the contractual penalty is 30 % of the gross sales price. Rights to compensation due to non-fulfilment remain unaffected.

VI. Retention of title

1. The delivery item remains the property of the Company until the delivery item is paid for in full. The Customer is obliged to handle the delivery item that is subject to retention of title with care for the duration of the retention of title. In particular, they are obliged to insure the delivery item sufficiently up to the value as new against fire damage, water damage and theft at their own cost. The Customer must prove that the insurance has been taken out on request from the Company. The Customer assigns all claims for damages from this insurance to the Company at this point. The Company hereby accepts the assignment. If assignment is not permissible, the Customer will advise their insurer irrevocably to make all payments to the Company only. Further Company claims remain unaffected.
2. If the reserved goods are requisitioned by seizures or another judicial arrangement or measure, the Customer must inform the Company in writing within 48 hours, specifying the creditor, the authority and the case number in detail. The Customer must inform the third party of the Company's right of retention and cooperate with the Company's measures to protect the delivery item that is subject to retention of title. If there is an impending initiation of insolvency proceedings, the Customer must inform the Company and support them in safeguarding or recovering the reserved goods. The Company reserves the right to pursue their property rights in their own name regardless of any dissolution of the purchase contract.
3. As long as all outstanding amounts are not paid, the Customer is not entitled to mortgage the delivery item that is subject to retention of title, to assign it as security or to take any other provisions that would harm the property of the Company.
4. The Company is entitled to assign their claims against the Customer or the right to retention of title to a third party at any time.
5. The Customer already assigns the outstanding amounts from any resale of the delivery item with all ancillary rights to the Company regardless of whether the delivery item that is subject to retention of title is sold on before or after processing. The Company already accepts this assignment. If assignment is not permissible, the Customer will advise their third-party debtor irrevocably to make all payments to the Company only. The Customer is revocably entitled to collect in trust the outstanding amounts assigned on behalf of the Company in their own name. The amounts collected must be forwarded to the Company immediately. The Company can withdraw the Customer's authorisation to collect and the Customer's resale authorisation if the Customer does not comply with their payment obligations to the Company properly, is in default of payment, stops their payments or if insolvency proceedings over the Customer's assets are initiated. In the event of blanket assignment on the part of the Customer, the claims assigned to the Company must be explicitly exempted.
6. In the event of the Customer defaulting on payment, the Company is entitled to withdraw from the contract notwithstanding their other rights. The Customer must provide the Company or their representative with immediate access to the delivery item that is subject to retention of title and must hand it over. After a corresponding warning period, the Company can use the delivery item that is subject to retention of title in another way to satisfy their due claims against the Customer.
7. Processing or altering the delivery item that is subject to retention of title by the Customer is always done on behalf of the Company. The Customer's expectant right to the delivery item

that is subject to retention of title continues on the processed or altered item. If the delivery item is processed or altered with other items that do not belong to the Company, the Company acquires joint ownership of the new item at the ratio of the value of the delivered delivery item to the other items processed at the time of processing or alteration. The same applies if the delivery item is combined or mixed with other items that do not belong to the Company in such a way that the Customer loses their ownership. The Customer will keep the new items for the Company. Furthermore, the same conditions apply to the item created by processing or alteration, as well as combining or mixing, as to the delivery item that is subject to right of retention.

8. On request from the Customer, the Company is obliged to release their securities insofar as the attainable value of the securities exceeds the Company's claims from the business relationship with the Customer by more than 20 % based on valuation discounts that are customary in banking. During the valuation, the invoice value of the delivery item that is subject to retention of title and the nominal value for claims are to be assumed. The Company is solely responsible for selecting the items to be released.
9. For deliveries in other legal systems in which this retention of title regulation does not have the same safeguarding effect as in Germany, the Customer hereby grants the Company appropriate security rights. If further measures are required for this, the Customer will do all that is necessary to grant the Company such security rights without delay. The Customer will cooperate in all measures required for and conducive to the effectiveness and enforceability of such security rights.

VII. Warranty, liability and product liability

1. The delivery item complies solely with the regulations and standards that are applicable in the European Union. The delivery item bears solely the CE mark. The Company is not responsible for compliance with other standards. The basis for warranty/liability for defects is solely the agreed specifications of the delivery item resulting from the order confirmation. The Company is not liable for the properties of the delivery item unless otherwise agreed explicitly in writing in individual cases. The Company does not provide any guarantees, particularly neither condition nor availability guarantees, or assurance of specific cycle times unless otherwise agreed explicitly in writing in individual cases. In particular, reference to DIN standards, product data sheets or plans drawn up when compiling the quotation do not represent a guarantee of the attributes described there but are solely to describe the delivery item. The Company is not liable for public statements (e.g. advertising statements) unless otherwise agreed explicitly in writing in individual cases. The Customer is solely responsible for checking whether the delivery item is suitable for a certain area of application. Company sales employees, sales representatives or other sales agents are not authorised to submit binding declarations for the Company or to guarantee attributes.
2. The Customer is explicitly advised that, when including production systems in the Customer's production process to achieve fault-free functioning of the delivery item, the Customer must provide the required media and materials, observe the operating parameters and the operating instructions and comply with the maintenance regulations.
3. Any warranty is based solely on defects that were present at the time of handover, for which the Customer bears the burden of proof. Unless a formal handover takes place, the delivery

item must be inspected immediately upon handover and any defects discovered must also be reported in writing immediately, but at the latest within 10 working days, specifying the type and scope of the defect. Hidden defects must be reported in writing immediately upon discovery and within the warranty period.

4. If a notice of defect is not raised or not raised on time, the delivery item is considered accepted.
5. The warranty period is 12 months from the handover of the delivery item, starting from delivery of the delivery item. If acceptance has been agreed, the warranty period begins with acceptance and is no longer than 18 months from handover. In the cases of §§ 438 para. 1 no. 1 and 2, 438 para. 3, 445b German Civil Code, 634 a para. 1 no. 2, 634 a para. 3 German Civil Code, the limitation period stipulated therein shall apply. Insofar as the Company owes compensation for damages in accordance with Clause VII 9 of these Sales Conditions, the warranty period with regard to compensation for damages shall also be governed by the statutory provisions.
6. In the event of a proper and justified notice of defects, the Company shall be entitled, at their discretion, to provide subsequent fulfilment by remedying the defect or delivering a defect-free delivery item. The right to refuse subsequent fulfilment under the statutory conditions remains unaffected. Justified complaints shall therefore not entitle to withhold the purchase price or a part thereof but shall oblige the Company to remedy the defect within a reasonable period of time.
7. Claims for defects/warranty are void if the Company's operating or maintenance instructions were not observed, the delivery item was modified/changed structurally by the Customer or a third party, parts were replaced or the item was stored incorrectly. The warranty does not apply to wear parts (e.g. seals).
8. If the Customer notifies the Company of a defect, inspecting the delivery item and performing repair work or installing spare parts does not constitute an admission of responsibility on the part of the Company. Such work is performed by the Company in the interest of accelerated rectification of the fault always subject to clarification of the matter as to whether the defect is to be covered by the Company, is maintenance or is a fault for which the Customer is responsible. In the event of fault rectification that is to be covered by the Company, they are obliged to bear any costs incurred in rectifying the defect insofar as these are not increased due to the fact that the delivery item was moved to a location other than the delivery address. Personnel and material costs claimed by the Customer in this regard shall be calculated on the basis of the net cost without overhead costs. Removed and replaced parts become the Company's property and must be handed over to them. However, supplementary performance does not include disassembling or removing the faulty delivery item nor re-assembling or re-installing it if the Company was not originally obliged to assemble or install it. If the Company considers it appropriate to dismantle and subject the delivered system to preliminary (re-)commissioning in their factory for the purpose of fault rectification or further inspection, the Customer must allow this. If it turns out that the defect rectification request was unjustified, the Company is entitled to recoup the costs incurred for this in accordance with their standard compensation rates for maintenance and repair work.
9. If the Company, its legal representatives, employees or vicarious agents intentionally or grossly negligently violate an obligation, in particular from the contractual relationship or

intentionally or grossly negligently commit a tortious act, the Company shall be liable for the resulting damage to the Customer in accordance with the statutory provisions.

10. If the Company, its legal representatives, employees or vicarious agents merely breach an obligation through simple negligence, claims for damages and reimbursement of expenses by the Customer against the Company, of whatever nature and on whatever legal grounds, in particular due to breach of obligations arising from the contractual relationship or from unauthorised action, are excluded. This shall not apply in the event of a simple negligent breach of a material contractual obligation. In this case, liability shall be limited to the foreseeable damage typical of the contract. A material contractual obligation in this respect is one whose fulfilment is essential for the proper execution of the contract and on whose compliance the Customer regularly relies on and may rely.
11. The above exclusion of liability or limitation of liability shall not apply in the event of liability due to culpable injury to life, limb or health, not in the event of liability due to fraudulent concealment of a defect, nor in the event of liability due to breach of a guarantee of quality, nor in the event of liability under the Product Liability Act.
12. The statutory rules on the burden of proof remain unaffected by the above provisions.
13. The Customer is obliged to co-operate in all matters relating to product liability law and to provide all relevant information immediately in writing in order to avert damage.
14. The Customer will immediately inform the Company in writing of any risks they become aware of when using the delivery item or of potential product faults.

VIII. Force majeure

1. If the Company is hindered from complying with their contractual obligations due to force majeure (particularly natural disasters of any kind such as earthquakes, floods, storms, volcanic eruptions, pandemics but also boycotts, fire, civil war, embargoes, hostage-taking, war, revolution, sabotage and similar), particularly with regard to delivering the delivery item, the Company is relieved of its obligation to perform for the duration of the hindrance plus a reasonable restart time without being obliged to compensate the Customer for damages. The same applies if the Company is unacceptably hindered from fulfilling or temporarily unable to fulfil their obligations due to unforeseeable circumstances for which they are not responsible, particularly due to industrial action, official measures, energy shortfalls, delivery hindrances by a supplier or significant operational interruptions. This also applies if these circumstances occur to a supplier.
2. The Company is entitled to withdraw from the contract after setting an appropriate period if such a hindrance lasts for more than four months. On Customer request after this period has elapsed, the Company will declare whether they are exercising the right to withdraw or will deliver the delivery item within a reasonable period.

IX. Confidentiality and data protection

1. The Customer and the Company commit to maintaining the confidentiality of all information made mutually available, which is marked as confidential or is identifiable as business or trade secrets according to circumstances for an unlimited period and to neither record, transfer nor exploit this information unless required for the business relationship.

2. The Customer and the Company will use suitable contractual agreements with their employees and representatives to ensure that they will also refrain from any personal exploitation, transfer or unauthorised recording of such business and trade secrets for an unlimited period.
3. The Customer consents to personal data that is contained in the purchase contract being saved and processed with the aid of automation by the Company as part of fulfilling the contract.
4. The Customer commits to informing the Company of any changes of address. If they fail to do so, any Company declarations sent to their known address are considered received.

X. Final provisions

1. Transferring rights and obligations from the Customer to a third party is only permissible with written approval from the Company.
2. German law applies exclusively to all legal relationships between the Customer and the company, to the exclusion of its law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. The exclusive jurisdiction for all disputes arising from the business relationship between the Customer and the Company is based on the Company's headquarters. However, the Company is also entitled to file a complaint in the place of jurisdiction of the Customer's headquarters or any other permissible place of jurisdiction.
4. The place of fulfilment for all services is the Company’s headquarters.
5. If a provision of these contractual conditions should be or become invalid or infeasible in whole or in part, or if there is an omission in these contractual conditions, the validity of the remaining provisions is not affected by this. In lieu of the invalid or infeasible provision, a valid or feasible provision is considered to be agreed, which comes closest to the purpose underlying the invalid or infeasible provision. In the event of an omission, the provision that would have been agreed to correspond to the purpose of these contractual conditions is considered agreed.

Lautert, May 2025