

General Terms and Conditions of Business of Slickers Technology GmbH & Co KG

§ 1. Validity

These General Terms and Conditions (GTC) apply to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) as well as legal entities under public and special funds under public law.

Our GTC apply exclusively. Deviating, conflicting or supplementary GTC of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing; this shall also apply, for example, if we accept an order without reservation in the knowledge of the customer's GTC. These GTC shall also apply to future transactions between the parties. Even if we to a letter that contains or refers to the terms and conditions of the customer or a third party, this does not constitute agreement with the validity of those terms and conditions. Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTC. Our confirmation in writing or text form shall be decisive for the content of such agreements with the customer. Legally relevant declarations and notifications to be made to us by the customer after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of cancellation or reduction) must be made in writing to be effective.

§ 2. Offers and contract conclusion

Our offers are subject to change and non-binding. We reserve the right to make technical changes and reasonable modifications. If the order is to be qualified as an offer according to § 145 BGB, we can accept it within 2 weeks in writing or by sending the goods. However, order confirmations can only be issued after all commercial and technical questions have been clarified. We shall be bound to the prices stated in our offer for 3 months from the date of issue of the offer. We reserve the property rights and copyrights to illustrations, drawings, cost estimates, samples and other information, whether of a physical or non-physical nature, including in electronic form. The purchaser requires our express written consent before passing on such information to third parties. Subsequent requests for changes require express confirmation and authorize us to adjust the price accordingly.

§ 3. Prices and terms of payment

Unless otherwise stated in our offer, our prices are ex works excluding packaging, dispatch and insurance. Any customs duties, fees, taxes and other public charges shall be borne by the purchaser. The statutory value added tax is not included in our prices; it will be shown separately on the invoice at the statutory rate on the day of invoicing. The deduction of a discount requires a special written agreement. Unless otherwise stated in the order confirmation, the net purchase price (without deduction) is due for payment within 14 days of the invoice date. It is to be paid in advance and can only be paid on account if expressly agreed in advance with Slickers Technology. The statutory regulations regarding the consequences of late payment shall apply. After the due date, default interest in the amount of eight percentage points above the respective base interest rate p.a. shall be charged. The assertion of higher interest and further damages in the event of default remains unaffected. The purchaser shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognized by us. In addition, he is authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

§ 4. Delivery and transfer of risk

Dispatch is always at the buyer's own risk and expense. If the buyer does not give us any special instructions regarding the mode of dispatch, we shall choose the most expedient mode of dispatch. We are not obliged to choose the most cost-effective method of dispatch. The risk is transferred to the buyer when the goods are handed over to the carrier.

Spareparts:

The buyer must collect the ordered goods from our premises - which is also the place of fulfilment - within one week of receiving written or text notification that the complete order is ready for collection, unless expressly agreed otherwise. At the customer's request and expense, we will also dispatch the ordered goods to a location specified by the customer. In this case, delivery shall be ex warehouse, i.e. the place of fulfilment shall also be our premises in Geldern. We dispatch the goods in stock immediately after conclusion of the purchase contract (in the case of payment by invoice) or after receipt of the invoice amount (in the case of payment in advance) and also order goods not in stock immediately; we also dispatch the latter immediately after we receive them. If the ordered goods are not in stock, the expected delivery time will be indicated during the ordering process; this information is non-binding. If goods that are not in stock cannot be dispatched to the customer within four weeks of the order, the customer has the right to cancel the order. In any case, we will inform the customer about the dispatch of the goods.

Machines:

Prior to the agreed delivery date, a preliminary acceptance test must always be carried out at the Seller's factory. Final acceptance of a system or product shall take place at the Seller's works and shall be issued after fulfilment of the wishes expressed by the Buyer in the preliminary acceptance and, if applicable, after rectification of any defects notified by the Buyer. If the parties agree on a delivery date other than the agreed delivery date, the agreed payment terms shall not be affected. If additional expenses are incurred by the Seller due to the postponement of the delivery date, the Buyer shall reimburse the Seller for these expenses within 14 days of invoicing. Compliance with our delivery obligation presupposes the timely and proper fulfilment of the buyer's obligation. The defence of non-performance of the contract remains reserved. If the buyer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. Further claims or rights are reserved.

general:

The risk of accidental loss and accidental deterioration of the goods shall pass to the customer when the goods are handed over to the customer or a person authorized by the customer to collect the goods, but at the latest when the customer is in default of acceptance or debtor's delay. In the case of dispatch of the goods, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, carrier or other person appointed to carry out the dispatch. We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver or to deliver correctly or on time) for which we are not responsible. If such events make delivery or performance significantly more difficult or impossible for us and the hindrance is not only of a temporary nature, we shall be entitled to withdraw from the contract. In the event of

hindrances of a temporary nature, the delivery or performance periods shall be extended or the delivery or performance dates postponed by the period of the hindrance plus a reasonable start-up period. If the customer is in default of acceptance, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). We reserve the right to assert further claims. We are also entitled to withdraw from the contract if the customer is in default of acceptance. We must be informed immediately of any changes to the delivery and/or invoice address.

§ 5. Installation and commissioning

Installation and/or commissioning shall be invoiced according to our valid rates for services at the time the order is placed on a time basis, unless a flat-rate price has been expressly agreed. Standard hand tools of the fitter/commissioning engineer are included in the charge rates. If excess baggage costs are incurred for foreign assignments, these shall be reimbursed to the seller by the buyer. The Buyer shall ensure that a delivered system and the necessary equipment and tools are available at the place of installation at the time the fitters arrive. Furthermore, the Buyer shall ensure that the construction site is safe to enter and that the working conditions comply with German and European laws and regulations. If assembly/commissioning is interrupted for a not inconsiderable period of time at the instigation of the Buyer, the Seller may invoice the services rendered up to that point. Fitters are not authorized to make and accept legally binding declarations.

§ 6. Liability for material defects

Claims for defects on the part of the buyer presuppose that the buyer has properly fulfilled his obligations to inspect the goods and give notice of defects in accordance with § 377 HGB (German Commercial Code). In the case of production according to the Buyer's drawing, the Seller shall only be liable, irrespective of other warranty and liability limitations, for the execution according to the drawing. If there is a defect in the purchased item, the buyer is entitled to choose between subsequent fulfilment in the form of rectification of the defect or delivery of a new item free of defects. In the event of rectification of defects or replacement delivery, we are obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the purchased item has been taken to a place other than the place of performance, in particular if rectification work is to be carried out on systems or delivery items abroad which the buyer has already sent to a foreign buyer, the buyer shall bear the additional costs incurred by the rectification work abroad. If the subsequent fulfilment fails, the buyer shall be entitled to demand withdrawal from the contract or a reduction in price, at his discretion. We shall be liable in accordance with the statutory provisions if the buyer claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of willful breach of contract, our liability for damages shall be limited to the foreseeable, typically occurring damage. We shall be liable in accordance with the statutory provisions if we culpably a material contractual obligation; in this case, however, our liability for damages shall also be limited to the foreseeable, typically occurring damage. In particular, we shall not be liable for loss of profit and/or consequential damages. Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by him, this is done free of charge and to the exclusion of any liability. Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act. Unless otherwise stipulated above, liability is excluded. This also applies in favor of our employees, workers, vicarious agents and representatives. The limitation period for claims

for defects is 12 months, calculated from the transfer of risk. If the buyer makes changes to the object of purchase without the prior written consent of the seller, the seller's warranty obligation shall lapse. We provide a 12-month material warranty for spare parts and individual parts of the machines and systems supplied by us. After installation by the buyer, all warranty claims shall lapse unless we expressly agree to installation by the buyer. The limitation period in the event of a delivery recourse according to §§ 478, 479 BGB remains unaffected; it is five years, calculated from delivery of the defective item.

§ 7. Offsetting, retention

The customer is only entitled to set-off if his counterclaims are undisputed or have been recognized by declaratory judgement. The customer shall only be entitled to assert rights of retention on the basis of counterclaims arising from the same contractual relationship.

§ 8. Retention of title

We reserve title to the purchased item until receipt of all payments from the delivery contract. In the event of behavior contrary to the contract on the part of the buyer, in particular in the event of default in payment, we shall be entitled to take back the purchased item. If we take back the purchased item, this shall constitute a cancellation of the contract. After taking back the purchased item, we shall be authorized to sell it; the proceeds from the sale shall be offset against the buyer's liability - less reasonable selling costs. The buyer is obliged to treat the purchased item with care; in particular, he is obliged to insure it adequately at his own expense against fire, water damage and theft at replacement value. If maintenance and inspection work is required, the buyer must carry this out in good time at his own expense. In the event of seizure or other interventions by third parties, the buyer must inform us immediately in writing so that we can take legal action in accordance with § 771 of the German Code of Civil Procedure (ZPO). If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the Buyer shall be liable for the loss incurred by us. The purchaser is entitled to resell the purchased item in the ordinary course of business; however, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim which accrue to him from the resale against his customers or third parties, irrespective of whether the purchased item has been resold without or after processing. The buyer remains authorized to collect this claim even after the assignment. Our authorization to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the buyer fulfils his payment obligations from the collected proceeds, is not in default of payment and in particular no application for the opening of composition or insolvency proceedings has been filed or payments have been suspended. If this is the case, however, we can demand that the buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. The processing or remodeling of the object of sale by the purchaser shall always be carried out on our behalf. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the purchased item delivered under reservation of title. If the purchased item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the buyer's item is to be regarded as the main item, it is agreed that the buyer shall transfer co-ownership to us on a pro rata basis. The buyer shall keep the sole ownership or co-ownership

thus created for us. The purchaser also assigns to us the claim to secure our claims against him which arise against a third party through the combination of the purchased item with a property. We undertake to release the securities to which we are entitled at the buyer's request to the extent that the realizable value of our securities exceeds the claim to be secured by more than 10%; we shall be responsible for selecting the securities to be released.

§ 9. Property rights - Copyrights

The Seller reserves the right of ownership and copyright to cost estimates, drawings, samples and similar information of a physical and non-physical nature - including in electronic form; they may not be made accessible to third parties. The Seller undertakes to make information and documents designated as confidential by the Buyer accessible to third parties only with the Buyer's consent.

§ 10. Export control

Our deliveries and services are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations, embargoes or other restrictions. The contracting parties undertake to provide all information and documents required for the export/transfer/import. Delays due to export inspections or authorization procedures shall suspend deadlines and delivery times. If the necessary authorizations are not granted, the contract shall be deemed not to have been concluded with regard to the parts concerned; claims for damages shall be excluded in this respect and due to the aforementioned failure to meet deadlines. The customer must comply with the applicable provisions of export control law when passing on the goods supplied by us to third parties. In any case, the customer must comply with the export control regulations of the Federal Republic of Germany, the EU and the USA when passing on such goods to third parties. Before passing on the goods delivered by Slickers Technology to third parties, the Customer shall check and take appropriate measures to ensure that it does not an embargo of the Federal Republic of Germany, the EU, the USA and/or the United Nations - also taking into account any restrictions on domestic business and any prohibitions on circumvention - by passing on such goods to third parties, brokering contracts in connection with such goods. The customer shall ensure that such goods are not intended for prohibited uses or uses requiring authorization in the fields of armaments, nuclear technology or weapons technology, unless the necessary authorizations have been obtained. The customer shall also ensure that the regulations of all relevant EU and US sanctions lists are complied with. If this should be necessary for any export control checks, the Customer shall, upon request, immediately provide us with all information about the final recipient, the final destination and the intended use of the goods delivered by us as well as any export control restrictions applicable in this respect. The Customer shall fully indemnify Slickers Technology against all claims asserted by third parties against Slickers Technology due to non-compliance with the above export control obligations by the recipient and undertakes to compensate Slickers Technology for all damages incurred in this respect.

§ 11. Data privacy

Both contracting parties may only process and store the data relating to the respective purchase or supply contracts within the framework of the applicable statutory provisions. The details can be found in the privacy policy available on our website.

§ 12. General provisions, place of jurisdiction, place of fulfilment

The contract language is German. These General Terms and Conditions and the respective purchase contract concluded shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of fulfilment and exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from or in connection with an order placed by the customer with Slickers Technology is Geldern. However, we are also entitled to bring an action at the customer's general place of jurisdiction.

Slickers Technology GmbH & Co KG, Geldern (Germany)

As of Januar 2025

