

§ 1 Scope of application, Exclusion

1.1. All deliveries, services and offers of Heilind Electronics GmbH ("**Seller**") for the entrepreneurs are based exclusively on these General Terms and Conditions. These General Terms and Conditions are part of all contracts the Seller enters into with its contracting partners ("**Buyer**") for the goods and services it offers. They apply to all future deliveries, services or offers to the Buyer, without any further additional reference to them. These General Terms and Conditions apply to all orders placed through our online shop by entrepreneurs as defined in Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**"). Contracts with consumers within the meaning of Section 13 BGB are excluded.

1.2. These General Terms and Conditions shall apply exclusively. The general terms and conditions of the Buyer or of any third party shall not apply, even if the Seller should not specifically object to their application in the individual case concerned. Even if the Seller makes reference to a letter which includes or refers to the general terms and conditions of the Buyer or of any third party, this shall not be deemed agreement to the application of such general terms and conditions.

§ 2 Offer, Acceptance, Written form, Right of modification, Retention of rights, Confidentiality, Legal requirements

2.1. All offers made by the Seller are non-binding and subject to change, unless explicitly marked as binding. The Buyer must inform the Seller of any obvious errors (e.g., spelling or calculation mistakes) and any incomplete information in the Seller's offers, including all related documents, prior to submitting their acceptance, so that the Seller may correct or complete them. Otherwise, the contract shall only be concluded once the error has been corrected.

All offers of the Seller lapse and cease to be available for acceptance after 30 days since their issuance. All orders for goods or services shall remain open for acceptance by the Seller for a period of 14 days from the date of receipt. Acknowledgement of receipt of the order by the Seller shall not be deemed acceptance unless such acceptance is expressly granted by the Seller.

2.2. A contract is concluded at the earliest upon the Seller's order confirmation in writing or in text form (including email); an acknowledgment of receipt of the order does not constitute an order confirmation. The content of this confirmation shall be decisive for the content of the contract. Legally relevant declarations and notifications made by the Buyer to the Seller after conclusion of the contract (e.g., setting of deadlines, reminders, notices of defects, declarations of withdrawal or reduction) must be made in written form to be valid, as defined in § 2 (4) below.

In the absence of such order confirmation a contract is concluded based on these General Terms and Conditions and the Seller's offer when the Seller ships the goods to the Buyer.

2.3. The legal relationships between the Seller and the Buyer shall be governed exclusively by the contract of sale to be entered into in writing, including these General Terms and Conditions.

This contract shall constitute the entire agreement and understanding between the Parties in respect of the subject matter of the contract. Oral commitments made by the Seller before the contract is made are legally non-binding, and any oral agreements between the Parties shall be replaced and superseded by the written contract, unless they expressly state that they are intended to remain binding.

2.4. Changes and amendments to the agreements made, including these General Terms and Conditions, must be made in writing in order to be valid. Employees other than the managing directors or commercial proxies of the Seller shall not be authorised to make any deviating agreements orally. For the purposes of fulfilling the requirement of written form, transmission by means of telecommunication, particularly via email, shall be deemed sufficient, even without a signature, provided that such form of communication is appropriate under the given circumstances.

2.5. Individual contractual agreements – including verbal agreements – shall always take precedence over these General Terms and Conditions (Section 305b BGB). Subject to evidence to the contrary, any written agreement or, if none exists, the Seller's written confirmation shall be decisive for determining the content of such agreements.

2.6. The Seller reserves title or comprehensive rights and all rights of exploitation in all offers and cost estimates it submits and in all drawings, pictures, calculations, brochures, catalogues, models, tools and other documents and materials as well as all data, expertise and know-how of the Seller made available to the Buyer. The Buyer shall not make those items themselves or their substance accessible to any third parties, or publish or use or reproduce them itself or through any third parties, without the express consent of the Seller. At the request of the Seller, the Buyer shall fully return all of these items to the Seller and destroy any copies it may have made of them if it no longer needs them in the ordinary course of business or if negotiations do not result in a contract. This shall not apply, however, to the storage of information supplied in digital format for the purpose of routine data backups.

2.7. Upon Seller's request, the Buyer shall provide all reasonable support necessary to ensure compliance with the legal requirements relevant to the subject matter of the contract (e.g. EU entry certificate, CE labeling, Reach, RoHs, etc.). In the case of cross-border deliveries, the Buyer shall inform the Seller of all applicable export and import restrictions and requirements, and shall indemnify the Seller against any claims and penalties arising from the Buyer's breach of these obligations.

§ 3 Prices, Payment terms, Default of Payment, Price Adjustment, Right to Offset, Right of Retention

3.1. All prices stated shall apply to the scope of goods and services specified in the respective order acknowledgement. Any additional or special services shall be charged extra. All prices are in euros, ex works, excluding shipment, exclusive of VAT at the applicable statutory rate, and, in the case of export shipment, plus customs, fees and other public charges.

3.2. The prices stated in the Seller's offers are based on the cost calculations at the time the offer is made. If Seller renders its performance not earlier than four (4) months after conclusion of the contract date, the Seller shall be entitled to make a reasonable adaptation of his selling price, in the event of a substantial increase or reduction in the prime cost (especially labour and material cost) that has been taken as the quotation basis. A change of prime cost as defined by sentence 2 is particularly given, if there is an increase in prices for labour or procured goods or materials without fault of the Seller or if customs duties or other import charges increase or in cases of considerable changes in the parity of exchange rates to the Seller's disadvantage compared with the circumstances prevailing at the date of contract conclusion. A price adaptation due to cost increase is deemed to be reasonable if and to the extent the adaptation remains within the scope of the increase in costs. At Buyer's request, the Seller shall demonstrate the reasons for the price adaptation. If the price adaptation results in a price increase of more than 20%, and if the Seller does not comply with Buyer's request to limit the price adaptation to a scope of 20% within two weeks' time, the Buyer shall be entitled to withdraw from the contract without further claims of Buyer. The withdrawal must then be effected without undue delay.

3.3. Prices are due immediately with conclusion of the contract; complete delivery of goods, documents and services is no condition for payment. Unless otherwise agreed (for example prepayment) the price is payable within 30 days from the date of invoice without deduction on the Seller's bank account, otherwise the Buyer is in default with payment. Objections of any kind in respect of the invoice must be submitted within 14 days after receipt of the invoice in writing, otherwise the invoice is deemed accepted. The Seller shall at all times be entitled to make the provision of its services conditional upon payment being made concurrently.

Payment by cheque shall be excluded unless specifically agreed otherwise in individual cases. If the Buyer fails to make payment when due, the outstanding amounts shall bear interest from the due date at a rate of 9 percentage points above the base interest rate; this shall be without prejudice to the Seller's right to claim further damage in the event of default.

3.4. Offset against any counterclaims of the Buyer or retention of payments on the ground of such claims shall only be permitted if the counterclaims are uncontested or have been determined by final and non-appealable judgement, and are based on the same contractual relationship.

3.5. If the Buyer is in default of payment, the Seller shall be entitled to claim default interest at the statutory rate (currently 9 percentage points above the base interest rate) and to charge reminder fees. The seller reserves the right to assert any further claims for damages arising from the delay. The seller reserves the right to assert any further claims for damages arising from the delay. The

Seller is also authorized to perform the outstanding deliveries or services only upon advance payment or receiving a security. The same applies if, after signing of the contract, the Seller learns of any circumstances which are capable of materially affecting the creditworthiness of the Buyer and which jeopardize payment by the Buyer of the amounts outstanding to the Seller under the contract concerned (including under other individual orders based on the same framework contract), the Seller shall have the right to make any outstanding deliveries, or provide any outstanding services, only against advance payment or provision of security. In such cases, the Seller shall be entitled to set the Buyer a reasonable deadline within which the Buyer must, at the Seller's discretion, either make payment concurrently with the Seller's performance or provide security for such payment. If the deadline expires without result, the Seller may withdraw from the contract. In the case of contracts for the manufacture of non-fungible goods (custom-made items), the Seller may declare withdrawal immediately. Statutory provisions regarding the dispensability of setting a deadline, Section 3.3 above, and Section 321 BGB remain unaffected.

§ 4 Delivery, Terms of Delivery, Default in Delivery, Reservation of Self Supply, Non-performance, Force Majeure, Impossibility, Additional Period of Time

4.1. Deliveries are made from the Seller's warehouse plus shipping costs, at the Seller's place of business, at the Buyer's expense and risk. EXW (Incoterms 2020) shall apply only if expressly agreed.

4.2. Unless otherwise agreed, delivery shall be made by shipment to the delivery address specified by the Buyer. The risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer upon handover to the carrier, freight forwarder, or any other person designated to carry out the shipment.

If, by way of exception and at the Buyer's request, the Seller organizes the transport or loads the goods onto a transport vehicle provided by the Buyer, this shall be done on behalf of and at the risk of the Buyer.

4.3. Delivery periods and dates are binding only if expressly confirmed in writing by the Seller. Otherwise, any stated delivery times shall be considered non-binding. The delivery period shall not commence until all information required for the execution of the order has been received in full and – where agreed – full payment has been made (e.g., in the case of advance payment). In the case of shipment, the delivery period refers to the time of handover of the goods to the carrier or freight forwarder.

4.4. The Seller's obligation to deliver is subject to correct and timely delivery by its own suppliers, provided the Seller has concluded a congruent covering transaction and is not responsible for the non-delivery. If, despite having entered into such a proper covering transaction, the Seller is not supplied through no fault of its own, the Seller shall inform the Buyer without undue delay and promptly refund any payments already made. In such case, both parties shall be entitled to withdraw from the contract.

4.5. Compliance with delivery periods requires that the Buyer provides all information necessary for processing the order completely and in a timely manner. If delivery is delayed due to a failure to cooperate or a delay in an agreed advance payment, the delivery period shall be extended accordingly. The Seller shall be entitled to postpone delivery and performance dates by the period during which the Buyer fails to meet its contractual obligations.

4.6. The Seller shall not be liable for the impossibility of delivery or for delivery delays insofar as these are caused by force majeure or other events which were unforeseeable at the time of the conclusion of the contract (e.g. operational disruptions of any kind, difficulties in obtaining materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, governmental measures, or the failure, incorrect, or delayed delivery by suppliers) and for which the Seller is not responsible. If such events make the delivery or performance substantially more difficult or impossible and the impediment is not merely of a temporary nature, the Seller shall be entitled to withdraw from the contract. In the case of impediments of a temporary nature, the delivery or performance periods shall be extended, or the delivery or performance dates postponed, by the duration of the impediment plus a reasonable start-up period. Insofar as the delay renders acceptance of the delivery or performance unreasonable for the Buyer, the Buyer may withdraw from the contract by giving immediate written notice to the Seller.

4.7. The Seller shall have the right to deliver in instalments in particular if

- a) the instalment delivery can be used by the Buyer for the intended contractual purpose,
- b) that the delivery of the remaining goods ordered is secured, and
- c) the Buyer incurs neither material additional effort nor additional costs as a result thereof (unless the Seller agrees to bear such costs).

4.8. If the Seller is in default with a delivery of goods or services, or if delivery or service provision becomes impossible for it for whatever reason, the liability of the Seller for damages shall be limited in accordance with the provisions of § 10 of these General Terms and Conditions. This shall be without prejudice to the exclusion of liability under § 4 (7).

§ 5 Default in Acceptance

5.1. For the duration of any default by the Buyer in accepting delivery (including late call-off of any delivery) the Seller, without prejudice to its further rights and remedies, may place the deliverables in storage at the Buyer's expense (the same shall apply if the Seller is entitled to withhold delivery due to outstanding payments or a deterioration in the Buyer's financial situation, or if collection or dispatch is delayed at the Buyer's request); the Seller may also commission a forwarding agent for this purpose. If goods are stored by the Seller, the costs of storage shall be 0.25% of the invoice amount for the deliverables to be stored per full week of storage. The right to claim additional storage costs, or to prove that the storage costs actually incurred were lower, is

reserved. In addition to that, the Seller is entitled to compensation for other necessary additional costs (such as insurance premiums) as actually incurred and retain delivery until payment; further legal rights of the Seller remain unaffected.

5.2. The Seller may also require the Buyer to accept (or call off) a delivery and, after a reasonable grace period, withdraw from the contract and assert rights for non-performance; notwithstanding this, the Seller may demand a lump-sum compensation amounting to 25% of the price for the goods not accepted or called off – without prejudice to the Buyer's right to prove that no damage or only a lesser damage has occurred.

5.3. If the Buyer is in default with acceptance (or call off) when impossibility of the Seller occurs or the Buyer is exclusively or predominantly responsible for such circumstances, the Buyer remains liable for its contractual obligations.

§ 6 Place of performance, shipping, packaging, transfer of risk, acceptance

6.1. Unless otherwise specified, the place of performance for all obligations under the contract shall be 83052 Bruckmuehl, Germany.

6.2. The method of shipping and the type of packaging shall be at the reasonably exercised discretion of the Seller. Unless otherwise agreed, the Seller does not take back transport or any other packaging; the Buyer shall be responsible for disposing of the packaging on behalf of the Seller at their own expense.

6.3. The risk of incidental loss or damage shall pass to the Buyer at the latest upon handover of the deliverable to the forwarder, carrier or other third party determined to transport the goods (for which purpose the start of the loading operation shall be authoritative). If shipping or handover is delayed due to circumstances the cause of which falls within the Buyer's sphere of responsibility, the risk shall pass to the Buyer on the date on which the deliverable is ready for shipment and the Seller notified the Buyer accordingly.

6.4. Insurance for the consignment against theft, breakage, damage during transport, by fire or water or other insurable risks shall be taken out only at the express request of the Buyer and at its cost. The cost of any handling, shipping and insurance arranged by Seller will be billed as an add-on to invoice and paid by the Buyer. In the case of a sale to a region outside the European Union, the Buyer is responsible for any and all costs of customs formalities as well as all duties, taxes and other official charges payable upon importing or exporting the products and Buyer will be responsible for clearing the products through customs upon arrival, unless Seller notifies Buyer otherwise.

6.5. In the event that formal acceptance is required under the purchase contract, the Buyer may reject deliveries or services only because of a defect that renders the deliverable unfit for use or materially affects its fitness for use. The purchase object shall be deemed formally accepted if and when:

- a) the delivery is complete,
- b) the Seller has informed the Buyer thereof, making reference to the deemed acceptance pursuant to this § 6 (5), and asked the Buyer to accept the goods and/or services,
- c) 12 business days have passed since delivery or the Buyer has begun to use the purchased object (e.g. has put the delivered system into operation) and 5 business days have passed in this case since delivery, and
- d) the Buyer has failed to formally accept the goods or services during this period for any reason other than a defect reported to the Seller which renders the purchase object unfit for use or materially affects its fitness for use.

§ 7 Quality of the goods

7.1. Subject to the provisions of § 7.2 below, the freedom of the goods from defects shall be determined in accordance with the agreed quality of the goods. Any product descriptions and manufacturer specifications that form part of the individual contract or were made publicly available by the Seller (in particular, in catalogs or on the website) at the time the contract was concluded shall be considered as an agreement on the quality of the goods.

7.2. Details concerning the subject of the delivery or service (e.g., weights, dimensions, performance values, load capacities, tolerances, technical data, etc.) as well as representations thereof (e.g., drawings and illustrations) shall only be approximate, unless exact conformity is required for the goods to be usable for the contractually intended purpose. Such details shall not constitute guaranteed characteristics, but rather descriptions or designations of the delivery or service. Deviations customary in the trade, deviations due to legal requirements, or those resulting from technical improvements, as well as the replacement of components with equivalent parts, are permitted, provided they do not impair the usability of the goods for the contractually intended purpose.

7.3. Statements regarding RoHS compliance, adherence to the REACH Regulation, the freedom of the delivered goods from conflict minerals, and other product-related requirements are based on information provided by the respective manufacturer. No guarantee is assumed for the accuracy or completeness of such information. Any liability for inaccuracies or omissions in such information is limited to the extent specified in § 10.

§ 8 Warranty, defects in material

8.1 The warranty period shall be one year from the date of delivery or, if formal acceptance is required, from the date of acceptance. This period constitutes a statute of limitations and does not apply to the Buyer's claims for damages arising from injury to life, body, or health, or from intentional or grossly negligent breaches of duty by the Seller or its vicarious agents, which shall in each case expire in accordance with statutory provisions.

8.2 All items delivered shall be thoroughly inspected without undue delay after delivery to the Buyer or to the third party designated by the latter. As far as obvious defects or other defects that could have been detected if the items had been thoroughly inspected without undue delay are concerned, they shall be deemed formally accepted by the Buyer, provided that no acceptance has been agreed, unless the Seller receives a written notice of defects within 7 business days of delivery. As far as other defects are concerned, the deliverables shall be deemed formally accepted by the Buyer unless a written notice of defects is received by the Seller within 7 business days of the defect becoming apparent; however, if the defect could have been detected by the Buyer at an earlier point in time during normal use, such earlier point in time shall be decisive for determining the commencement of the period within which defects must be reported. For the sake of timely notification, the notice must be given in text form (including email). The Seller excludes any obligations to provide updates of any kind.

At the request of the Seller, a deliverable which has been reported by the Buyer to be defective shall be sent back to the Seller at the Seller's expense. If the notice of defects proves to be not justified, the Buyer shall reimburse the Seller for the costs of the shipping method.

8.3 In the event of defects in material, the Seller shall, at its option (to be exercised within a reasonable period of time), first have the right and the obligation to remedy the defect by either making two attempts at repairing the defective item or delivering a replacement. In the event that remedial action fails, i.e. the repair or delivery of a replacement turns out to be impossible or unreasonable or is denied or unreasonably delayed, the Client shall have the right to withdraw from the contract or reasonably reduce the purchase price. The right of withdrawal can only be declared within no later than 10 business days after the requirements of withdrawal have been met. Otherwise, the Buyer is only entitled to a reduction in price in addition to the compensation for damages in accordance with these General Terms and Conditions.

8.4 If a defect is due to fault of the Seller, the Buyer shall, subject to the conditions specified in § 10, have the right to claim damages.

8.5 In the event that components have defects which the Seller is unable to repair for licensing or factual reasons, the Seller shall, at its option, either (a) assert its warranty claims against the manufacturer and/or upstream suppliers for the account of the Buyer or (b) assign them to the Buyer. Subject to the other applicable conditions and in accordance with these General Terms and Conditions, such defects shall give rise to warranty claims against the Seller only if judicial enforcement of the aforementioned claims against the manufacturer and/or upstream suppliers has been unsuccessful or has no prospects of success, e.g. in case of insolvency. As long as the lawsuit continues, the term to make use of right under the statutory warranty applicable to the defects reported to the Seller and covered by the said lawsuit shall be suspended.

8.6 The warranty shall cease to apply if a deliverable is improperly used, or modified by the Buyer – or by any third parties instructed by the Buyer – without the consent of the Seller, and

remediation of the defect is thereby made impossible or unreasonably difficult. In any case, the Buyer shall bear the additional costs incurring for the remediation of the defect due to the modification.

§ 9 IP Rights

9.1 The Seller shall be responsible for ensuring in accordance with this § 9 that buying or use of the deliverables hereunder by the Buyer shall not lead to any violation of intellectual property rights and copyrights of third parties in the country where the Seller has its registered seat. Either Party shall notify the respective other party in writing without undue delay if claims based on infringement of any such rights are made against it.

9.2 In the event that buying or use of a product delivered by the Seller infringes an intellectual property right or copyright of a third party, the Seller shall, at its option and at its cost, either modify or replace the deliverable concerned to the effect that no third-party rights are infringed anymore while the deliverable still fulfils the function agreed by contract or procure for the Buyer a right of use by entering into a license agreement. If the Seller does not succeed in doing so within a reasonable period of time, the Buyer shall have the right to withdraw from the contract or reasonably reduce the purchase price. Any claims of the Buyer for damages shall be subject to the limitations set out in § 10 of these General Terms and Conditions.

9.3 In the event that buying or use of a product supplied by the Seller infringes any third-party rights, the Seller shall, at its option, either (a) assert its claims against the manufacturer and/or upstream suppliers for the account of the Buyer or (b) assign them to the Buyer. In these cases, claims against the Seller shall only exist in accordance with the provisions of this § 9 if the legal enforcement of the above-mentioned claims against the manufacturer or the sub-suppliers has been unsuccessful or, for example due to insolvency, has no chance of success.

§ 10 Liability for damages

10.1 To the legally admissible extent, the liability of the Seller for damages due to his fault on whatever legal ground, including, without limitation, based on impossibility of performance, default, defective or incorrect delivery, breach of contract, fault in conclusion of a contract or tort shall be limited in accordance with this § 10.

10.2 The Seller shall not be liable in cases of simple negligence of its corporate bodies, legal representatives, employees or other vicarious agents, unless material contractual obligations are breached. Material contractual obligations are the obligation to deliver and install the deliverable in time, to ensure that it is free from defects in title and from defects in material which affect its operability or fitness for use to a more than minor extent and obligations to provide advice, protection and duties of care intended to ensure that the Client is able to use the deliverable in accordance with the contract or to protect the life or limb of personnel of the Client or to protect its property from material damage.

10.3 In the event that the Seller is liable for damages on the merits pursuant to § 10 (2), its liability shall be limited to the type of damage the Seller foresaw, or should have foreseen in exercising the customary degree of care, as a potential consequence of a breach of contract. Moreover, indirect and consequential damage resulting from defects of a deliverable shall only be recoverable to the extent that such damage is typically to be expected if the deliverable concerned is used in accordance with its intended purpose.

10.4 In cases of liability for simple negligence, the obligation of the Seller to provide compensation for defects in material and any further mere pecuniary losses resulting from that shall be limited to EUR 10,000 per damaging event, even if material contractual obligations are breached.

10.5 The aforementioned exclusions and limitations of liability shall apply to the same extent in favour of the corporate bodies, legal representatives, employees and other vicarious agents of the Seller.

10.6 If the Seller provides technical information or advice and such information or advice is not part of the scope of services it owes under the contract, this shall be free of charge and without incurring any liability.

10.7 The limitations of this § 10 shall not apply to the liability of the Seller for intent, presence of a guaranteed quality or condition, injury to life, limb or health or under the product liability.

§ 11 Reservation of title

11.1 The purpose of the reservation of title agreed here below is to secure all present claims of the Seller against the Buyer under the supplier relationship existing between the Parties to the contract for electronic products, including all balance claims from current accounts.

11.2 The goods delivered by the Seller to the Buyer shall remain the property of the Seller until all secured claims are paid in full. The goods and the goods taking their place in accordance with the following provisions which are subject to the reservation of title are hereinafter referred to as "Reserved Goods".

11.3 The Buyer shall store the Reserved Goods on behalf of the Seller free of charge.

11.4 The Buyer shall have the right to process and sell or otherwise transfer the Reserved Goods in the ordinary course of business until the Realisation Event (para. 10) occurs. The Reserved Goods may not be pledged, assigned by way of security, or used in sale-and-lease-back transactions.

11.5 In the event that the Reserved Goods are processed by the Buyer, it is agreed that such processing shall be undertaken in the name and for the account of the Seller as manufacturer, and that the Seller shall directly acquire ownership or – in the event that substances owned by more than one owner are processed or the value of the substances processed exceeds the value

of the Reserved Goods – co-ownership (fractional ownership) of the newly created object in the same proportion as the value of the Reserved Goods bears to the value of the newly created object. In the event that the Seller does not acquire ownership as aforesaid, the Buyer transfers its future ownership or co-ownership in the proportion referred to above, already now and hereby, of the newly created object to the Seller as security. In the event that the Reserved Goods are inseparably intermingled or combined with other items to a single object, and if any of such other objects is to be regarded as the principal object, the Seller hereby transfers to the Buyer partial co-ownership of the single object in the proportion referred to in sentence 1 above to the extent that the principal object is owned by the Seller.

11.6 In the event that the Reserved Goods are to be re-sold or otherwise transferred, the Buyer already now and hereby assigns to the Seller the claim arising hereunder against the acquiring party as security, in the event that the Seller has co-ownership of the Reserved Goods, on a pro rata basis according to its co-ownership share. The same shall apply to any other claims which may take the place of the Reserved Goods or arise with respect to the Reserved Goods, e.g. insurance claims or claims in tort in cases of loss or destruction. The Seller hereby revocably authorises the Buyer to collect the claims assigned to the Seller on its own behalf. The Seller may withdraw this collection authorisation only in the Realisation Event.

11.7 The Buyer is obliged to handle the Reserved Goods with care. In particular, he is obliged to insure the Reserved Goods sufficiently at his own expense against fire, water and theft damage at reinstatement value. If maintenance and inspection work is necessary for the proper care of the Reserved Goods, the Buyer must perform such work in due time at his own expense. However, this shall only apply insofar as the costs thereby incurred are within the scope of the customary.

11.8 In the event that any third parties take recourse to the Reserved Goods, including, without limitation, by way of attachment, the Buyer shall, without undue delay, inform them that the Reserved Goods are owned by the Seller and inform the Seller accordingly to allow the latter to enforce its ownership rights. If such third party is unable to reimburse the Seller for the judicial and extrajudicial costs incurring in this context, the Buyer shall be liable for these costs to the Seller.

11.9 The Seller shall release the Reserved Goods and the objects or claims taking its place if their value exceeds the amount of the secured claims by more than 50%. The selection of the items to be released in accordance with this provision shall be at the discretion of the Seller.

11.10 In the event that the Seller withdraws from the contract due to the breach of contract by the Buyer, including, without limitation, default in payment (hereinafter also referred to as a “Realisation Event”), the Seller shall have the right to claim surrender of the Reserved Goods. The Seller’s demand for return shall at the latest constitute their declaration of withdrawal. The Buyer shall bear the transport costs incurred for the return. Goods subject to retention of title taken back by the Seller may be realized by the Seller. The proceeds from such realization, after

deduction of reasonable costs of realization, shall be credited against amounts owed by the Buyer to the Seller.

§ 12 Final Provisions

12.1 If the Buyer is a merchant, a legal entity under public law, or a special fund under public law, or if the Buyer does not have a general place of jurisdiction within the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between the Seller and the Buyer shall, at the Seller's discretion, be Rosenheim or the Buyer's registered office. However, for lawsuits filed against the Seller in such cases, Rosenheim shall be the exclusive place of jurisdiction. Mandatory statutory provisions regarding exclusive places of jurisdiction shall remain unaffected by this provision.

12.2 The legal relationship between the Seller and the Buyer shall be governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (CISG) shall not apply.

12.3 In accordance with EU Regulation No. 524/2013 on online dispute resolution for consumer disputes, we inform you that an online dispute resolution platform is available at <https://ec.europa.eu/consumers/odr>. Please note that this platform is primarily intended for consumer disputes. For business-to-business (B2B) transactions within Germany and the EU, providing access to this platform is generally not mandatory.

12.4 Insofar as the contract or these General Terms and Conditions contain any gaps, those legally effective provisions shall be deemed agreed which the contracting parties would have agreed upon according to the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the gap.

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