



## **General Terms and Conditions of Sale of WEIMA Maschinenbau GmbH**

### **1. Scope**

1. These General Terms and Conditions of Sale apply only in respect of entrepreneurs in the exercise of their commercial or self-employed professional activities as well as in respect to legal entities under public law. They apply to all business transactions between WEIMA Maschinenbau GmbH (hereinafter referred to as "**WEIMA**") and the Customer, even if reference is not made hereto in subsequent. They shall apply accordingly to work performance and services. In case of work performance, taking receipt of the delivered products shall be replaced by acceptance of work, and in case of services, by receipt of the service.
2. Any terms and conditions of the Customer that conflict with, supplement or deviate from these General Terms and Conditions of Sale shall not form part of the contract unless WEIMA would have consented to their applicability in writing. These General Terms and Conditions of Sale shall also apply in the event that WEIMA unconditionally effects delivery to the Customer, in full knowledge of its conflicting, supplementary, or deviating terms and conditions.
3. Any agreements between WEIMA and the Customer, conflicting, made in addition to or deviating from these General Terms and Conditions of Sale and entered into for the purpose of performing a contract shall be laid down in writing in the respective contract. This shall apply accordingly to the waiver of this written form requirement.
4. Rights going above and beyond those set forth herein to which WEIMA is entitled pursuant to statutory provisions or other agreements remain unaffected.

### **2. Conclusion of contract**

1. Offers quoted by WEIMA are subject to change and non-binding.
2. Specifications as to illustrations, drawings, weight and dimension, declarations of weight, measurements and consumption, as well as any other descriptions of the products contained in the documents pertaining to the offer, shall be approximate only, unless these have been expressly specified as binding. They constitute neither an agreement nor guarantee as to the characteristics or durability of the products, unless they have been expressly agreed as such in writing. Customer expectations concerning the products, or the use thereof, do not constitute any form of agreement or guarantee.
3. WEIMA reserves all property rights, copyrights, and other intellectual property rights in respect of all offer documentation, in particular illustrations, drawings, calculations, brochures, catalogs, and tools. Such documents are not permitted to be made accessible to third parties. At WEIMA's request, the customer must return all offer documentation to WEIMA without delay, provided it is no longer required in the ordinary course of business. This also applies in particular to all other documents, drafts, samples, specimens and models.

4. Orders are not binding until they have been confirmed by WEIMA within two weeks by way of a written order confirmation or until WEIMA fulfils the order, in particular when WEIMA fulfils the order by consignment of ordered products. Any order confirmation processed by automated means and lacking signature and name is deemed to constitute a written order confirmation. To the extent the order confirmation contains obvious errors, misspellings, or miscalculations, WEIMA shall not be bound by it.
5. WEIMA's silence in response to offers, orders, requests, or other declarations of the Customer is deemed to constitute consent only if there is a prior written agreement to that effect.
6. If the Customer's financial situation deteriorates to a significant degree or if the legitimate request for the opening of insolvency or comparable proceedings in respect of the Customer's assets is refused due to lack of assets, WEIMA shall be entitled to withdraw from the contract in whole or in part.

### **3. Scope of Delivery**

1. The written order confirmation issued by WEIMA is authoritative as regards the scope of delivery. Changes to the scope of delivery on the part of the Customer require the written confirmation of WEIMA to be effective. We reserve the right to modify the design and form of the products, provided such modifications are customary in the industry, or where the deviations are within DIN tolerance thresholds or if the modifications are not substantial and are reasonable for the Customer. This applies in the same way to the selection of materials, the specifications and the construction method.
2. Delivery in parts is permissible unless this is not unreasonable for the Customer, giving due consideration to WEIMA's interests.

### **4. Delivery Period and Transportation**

1. Delivery periods and dates must be agreed in writing and are non-binding unless these have been explicitly stipulated by WEIMA, in advance, as being binding in writing.
2. The delivery period commences upon conclusion of the contract, but not before the Customer has produced all necessary documents, permits and approvals to be provided by it, all technical issues have been resolved, and any deposit agreed has been received, or, in the case of international orders, not before payment has been received in full. In the case of delivery dates, the delivery date will be rescheduled as appropriate if the Customer does not produce the documents and approvals to be provided by him in good time, if approvals have not been issued in good time, or if all technical issues have not been completely resolved in time, or the agreed deposit payment has not been issued in time, or in the case of international orders, payment has not been received in full by WEIMA. All delivery dates and periods are subject to the due and timely fulfilment of all further obligations of the Customer.
3. The delivery period is deemed to have been met if the products have left WEIMA's place of business or if WEIMA has communicated readiness for dispatch or collection within the agreed

delivery period. shall be solely responsible for transporting the products to their destination; this applies in particular to transport delays, provided that these are not culpably caused by WEIMA. All delivery dates and periods are subject to proper supply to WEIMA, unless WEIMA itself is responsible for the self-supply to it. In the event of improper supply to it, WEIMA is entitled to withdraw from the contract. WEIMA will inform the customer immediately as to whether WEIMA intends to exercise its right of withdrawal and will reimburse any advance payment received from the Customer.

4. In the case of delay in delivery, the Customer is entitled to withdraw from the contract upon fruitless expiry of a reasonable grace period set by the Customer for WEIMA upon commencement of the delay in delivery.
5. If WEIMA and the Customer have entered into a framework contract governing future deliveries with fixed delivery periods and the customer fails to call the products in due time, WEIMA is entitled, upon the fruitless expiry of a reasonable grace period to be set by WEIMA, to deliver and invoice the products, to withdraw from the contract, or to claim damages or reimbursement of expenses. The obligation to pay damages or reimburse expenses shall not apply the Customer is not responsible for the failure to call the products in due time.

## **5. Supply of Software**

1. If WEIMA supplies the Customer with standard software (referred to hereinafter as "**software**") as part of or in connection with the supply of the corresponding hardware for temporary or permanent use, the following provisions shall apply to the entire supply and insofar as a breach of duty or malfunction is attributable to the software. In all other matters, the other provisions of these General Terms and Conditions of Sale apply with respect to the hardware. Unless agreed separately, WEIMA does not assume any obligation to provide services.
2. Upon transfer of risk, the Software shall have the agreed characteristics and be suitable for the contractually agreed use or, in the absence of any such agreement, for customary use. The Software meets the criterion of practicality is of the quality customary for this kind of software; it is not, however, error-free. Any restriction to the functionality of the program resulting from defects in the hardware, environmental conditions, incorrect operation, or similar shall not constitute a defect. A non-material reduction in quality will not be taken into account.
3. The software is subject to legal protection. In the dealings between the contracting parties, WEIMA is exclusively entitled to all copyrights, patents, trademarks and all other intellectual property rights in the Software and in other items provided or made available to the Customer by WEIMA during the initiation of contractual dealings and in the course of the fulfilment of the contract. If third parties hold such rights, WEIMA has corresponding rights of use.
4. WEIMA grants the Customer the non-exclusive right to use the Software. Unless otherwise agreed, the right of use applies in the country in which place of delivery of the hardware is located. The Customer acquires the same rights in modified, enhanced or newly developed software as in the standard software.

5. The right of use is limited to the agreed period. In the absence of any such agreement, the right of use is unlimited as to time. If the right of use is granted for a limited period, the following provisions shall also apply: the Customer is permitted to use the Software only with the hardware specified in the contract documents (e.g., software product certificate), and in the absence of such stipulation, with the hardware delivered together with the Software. The use of the Software with another device is subject to the explicit written consent of WEIMA and in the event of the use of the Software with a more powerful device, establishes the right to reasonable additional payment for WEIMA; this does not apply if and insofar as the Customer temporarily uses the Software with a replacement device within the agreed scope of use due to a defect in the stipulated device.
6. For Software with respect to which WEIMA holds only a derivative right of use and which is not Open-Source Software (third-party software), in addition to and with precedence over the provisions of this Section 5, the terms of use agreed between WEIMA and its licensor apply, insofar as these affect the Customer (e.g., End User License Agreement); WEIMA shall notify the Customer of such terms and shall on request make the same available to the Customer
7. For Open-Source software, the terms of use governing Open-Source Software is take precedence over the provisions of this Section 5. WEIMA shall disclose or provide the source code to the Customer only insofar as this is required by the terms of use of the Open-Source Software. WEIMA shall notify the customer of the existence and terms of use of Open-Source Software and make the terms of use available to the customer or, where necessary pursuant to those the terms of use, provide the same to the Customer.
8. The Customer is permitted requires a right of use to be agreed separately in order to use the Software on several devices or at several workstations simultaneously. The same applies to the use of the Software in networks, even if this does not involve any duplication of the Software.
9. The Customer is permitted to make a security copy of the programs as necessary to ensure safe operation. Security copies must be stored securely and, where technically possible, labelled with the copyright notice of the original data storage media or the download version of the Software. Copyright notices, trademarks, and product labels are not permitted to be deleted, altered, or concealed. Copies that are surplus to the requirements must be deleted or destroyed. The user manual and other documents provided by WEIMA is permitted to be copied only for internal company purposes.
10. The Customer is permitted to decompile the interface information pertaining to the programs within the limits set forth in Section 69 e of the German Copyright Act (Urheberrechtsgesetz, UrhG) and only after notifying WEIMA, in writing, of its intention and requesting the necessary interface information with a notice period of least two weeks.

## **6. International Deliveries**

1. The Customer undertakes to comply with all applicable provisions of export and foreign trade law of the Federal Republic of Germany, the European Union, and the United States of America, as well as all other applicable national and international export control regulations and foreign trade laws.

2. The contract is concluded subject to the legality of the supply of the products (including the Software) as regards the contents and the individuals and entities directly and indirectly involved pursuant to all of the provisions stipulated in the foregoing subsection 1.
3. In the case of cross-border deliveries, the Customer must in good time submit to the competent authorities all declarations required for export from Germany and import into the destination country and take all measures, in particular procure all documentation required for customs processing, and comply with the requirement for any export controls or other restrictions on marketability.
4. The deliveries are subject to the condition precedent that performance is not precluded by national or international rules, in particular export control regulations, as well as embargoes or other sanctions.
5. Delays attributable to export controls extend delivery periods accordingly; delivery dates will be postponed as appropriate. In the case of supplies that are subject to approval, WEIMA has the right to delay performance until such time as export approval has been issued and the Customer has furnished evidence thereof to WEIMA, or to withdraw from the contract. In such cases, WEIMA's liability based on delayed performance or non-performance is excluded.
6. The Customer undertakes not to use any products manufactured by WEIMA (including the Software), parts of such products and/or technologies used by WEIMA in weapons and/or weaponry, nor to sell such products or to offer the same for sale.
7. If the Customer violates an obligation under this Section 6 and/or if a business transaction is prohibited in whole or in part, WEIMA is entitled to withdraw from this contract in whole or in part for significant cause without the need to observe a notice period. This shall not affect any claims to which WEIMA is entitled against the Customer.

## **7. Prices and Payment**

1. In the absence of any specific agreement to the contrary, all prices apply ex works and are exclusive of shipping and packaging costs, insurance, statutory taxes, customs duties, and other levies. The costs incurred in this context, in particular the costs for packaging and transport the products, will be invoiced separately. Statutory VAT will be stated separately on the invoice at the statutory rate at the statutory rate on the invoicing date.
2. Orders without expressly agreed fixed prices and for which the delivery time is set at a date at least three months from the conclusion of the contract shall be invoiced at the list prices of WEIMA on the date of delivery. The recording of the list price valid on the order date on the order form or order confirmation does not constitute agreement of a fixed price. The Customer shall be entitled to withdraw from the contract if prices are increased by more than 5%. The Customer will promptly notify WEIMA upon the latter's request of whether or not it will exercise such right of withdrawal.
3. In the absence of a specific agreement, the delivery price is payable immediately upon delivery and receipt of the invoice without deduction. In particular, the deduction of cash discounts

requires a separate written agreement between WEIMA and the Customer. The date upon which WEIMA is able to freely dispose of the delivery price is considered to be the payment date. If the Customer defaults in payment, it must pay default interest of 9 percentage points above the applicable base interest rate p.a. Any claims of WEIMA going above and beyond this shall remain unaffected.

4. In the case of international orders, in derogation from the foregoing subsection 3 above, payment shall be made prior to delivery unless otherwise agreed in advance and in writing.
5. The Customer agrees to the electronic transmission of invoices by WEIMA.
6. If the Customer is more than eight weeks in arrears with the payment of an invoice despite a payment reminder from WEIMA, or if an application is made to open insolvency proceedings or other debt settlement proceedings against the Customer's assets, all payment claims by WEIMA from deliveries already made shall become due immediately. In the cases mentioned in sentence 1, further deliveries by WEIMA will only be made against advance payment by the Customer.

## **8. Transfer of Risk**

1. The risk of accidental loss and accidental deterioration shall pass to the Customer as soon as the products have been handed over to the person carrying out the transport or have left the warehouse of WEIMA for purposes of shipping. If the Customer collects the products, the risk shall pass to the Customer upon notification that of readiness for collection. The foregoing sentences 1 and 2 shall also apply for partial deliveries or if WEIMA has assumed additional services, e.g. transport costs.
2. If the customer enters into default in accepting the products, WEIMA is entitled to demand compensation for the damage incurred, including possible additional expenses, unless the Customer is not responsible for the non-acceptance of the products. In particular, WEIMA is entitled to place the products into storage at the Customer's expense for the duration of the default in acceptance. The costs for such storage shall be charged at a flat rate of 0.5% of the net invoice value per calendar week commenced. This does not affect any claims of WEIMA going above and beyond this. The Customer has the right to furnish evidence that WEIMA did not incur any storage costs or that such costs were lower. This does not affect any claims of WEIMA going above and beyond this. The same applies if the Customer violates other cooperation duties, unless the Customer is not responsible for the breach. If the Customer enters into default in accepting the products or violates any other co-operation duties, the risk of accidental loss and accidental deterioration of the products shall pass to the Customer no later than at the time it enters into default of acceptance. Upon the fruitless expiry of a reasonable grace period set by WEIMA, WEIMA is entitled to otherwise dispose of the products and to supply the Customer within a reasonably extended period.
3. If shipping is delayed due to circumstances beyond WEIMA's control, the risk shall pass to the Customer upon notification of readiness for shipping.
4. The delivered products must be accepted by the Customer, even if they have minor defects, without this affecting its claims based on defects.

## **9. Defect as to Quality**

1. The Customer's rights to assert claims based on defects is conditional upon the Customer having inspected the delivered products upon receipt also by means of sample processing or use insofar as this can be reasonably expected, and notifying WEIMA of any apparent defects in writing (e.g. by letter, fax, or e-mail) and without delay, but no later than two weeks from receipt of the products. Latent defects must be reported to WEIMA in text from immediately upon discovery. When notifying WEIMA of said defect, the Customer must provide a written description of the defects. Claims for defects asserted by the Customer also require that the specifications, instructions, directives, and conditions mentioned in the technical notes, assembly instructions, operating and safety instructions, planning and dimensioning guidelines, and other documentation provided by WEIMA relating to individual products be observed during planning, construction, assembly, connection, installation, commissioning, operation, and maintenance of the products, that maintenance in particular is carried out properly and documented, and that recommended components are used. Claims by the customer for defects resulting from a breach of this obligation are excluded.
2. If the products are defective, WEIMA shall at its discretion render subsequent performance either by rectifying the defect or by delivering a defect-free product. When rendering subsequent performance, WEIMA is required to bear all expenses incurred to this end, in particular transport expenses, personnel, and material costs, to the extent that these are not increased by the products being taken to a location other than the delivery address. Personnel and material costs claimed by the customer in this context shall be calculated on a cost basis. Products and parts of products replaced within the scope of subsequent performance become the property of WEIMA and must be returned to WEIMA.
3. If WEIMA is unwilling or unable to render subsequent performance, the Customer may, without prejudice to any claims for damages or reimbursement of expenses, at its discretion either withdraw from the contract or reduce the delivery price. damages or reimbursement of expenses, withdraw from the contract or reduce the delivery price at its discretion. The same shall apply if the subsequent performance fails, is unreasonable for the Customer, or is reasonably delayed for reasons attributable to WEIMA.
4. The Customers right of withdrawal is excluded if the Customer is unable to return the received performance and this is not attributable to the fact that the return is impossible due to the nature of the performance received, or WEIMA is responsible for the return, or the defect was not revealed until the product was processed or modified. The right of withdrawal is also excluded if WEIMA is not responsible for the defect and if the Customer is required to compensate the value instead of returning the performance.
5. The assertion of claims based on defects is excluded if the defect is attributable to natural wear and tear, particularly in wearing parts, improper handling, operation, or storage or improper modifications or repairs of the products by the Customer or third parties. The same shall apply to defects attributable to the Customer, in particular if the defect is due to chemical, physical, or thermal influences that are unusual and which the customer has not notified WEIMA of in writing. The same applies to defects that are attributable to the Customer or that are due to a technical cause other than the original defect.

6. Claims of the Customer for reimbursement of expenses instead of compensation for damages in lieu of performance shall be excluded unless a reasonable third party would also have incurred such expenses.
7. Unless otherwise agreed in writing on a case-by-case basis, WEIMA does not assume any warranty, in particular any warranty as to quality or durability.
8. The limitation period for claims based on defects asserted by the Customer is one year, the supply chain end with a consumer goods purchase (end customer is a consumer). If the defective products have been used in accordance with their normal use for a structure and have caused its defectiveness or there is a defect in a structure, the limitation period is five years. This limitation period shall apply to claims in tort based on a defect of the products. The limitation period begins when the Customer collects the products, at the latest however when they are delivered to the Customer. The shortened limitation period shall not apply to unlimited liability of WEIMA for damages resulting from the breach of a guarantee or, from death or bodily injury, or harm to health, for intent and gross negligence, and for product defects, or insofar as WEIMA has assumed a procurement risk. Any comment of WEIMA on a claim based on defects asserted by the Customer shall not constitute an opening of negotiations concerning such claim or the circumstances giving rise to the claim, provided that WEIMA rejects the claim for defects in its entirety.

## **10. Defects of title**

1. WEIMA warrants that there are no third-party rights precluding the contractually agreed use of the Software by the Customer. In the case of defects of title, WEIMA shall, at its discretion, provide warranty by granting the customer, at its discretion, legally unobjectionable use of the software or equivalent software.
2. The Customer shall notify WEIMA without delay and in writing if third parties assert property rights (e.g., copyright or patent) on the software. WEIMA shall support the Customer in defending against such claims by third parties by providing advice and information.
3. The provisions of Section 9 shall otherwise apply mutatis mutandis to any defects of title.

## **11. Liability of WEIMA**

1. WEIMA is liable without limitation for damage resulting from the breach of a warranty or from injury of life, body or health. The same applies with respect to intent and gross negligence or insofar as WEIMA has assumed a procurement risk. WEIMA is liable for slight negligence only if material obligations are violated, arising out of the nature of the contract and being of essential importance for the attainment of the contractual purpose. In the event of a breach of such obligations, delay, or if it is impossible to perform these, WEIMA's liability is limited to typically foreseeable damage within the scope of this contract. Mandatory statutory liability for product defects remains unaffected.

2. To the extent that WEIMA's liability is excluded or limited, this shall also apply to the personal liability of the employees, workers, staff, representatives, and vicarious agents of WEIMA.

## **12. Product liability**

1. The Customer will not modify the products; in particular, not modify or remove any existing warnings about risks due to improper use of the products. In the event of a breach of this obligation, the Customer shall in the internal relationship indemnify WEIMA from and against any and all product liability claims asserted by third parties, unless the Customer is not responsible for the fault giving rise to the liability.
2. If WEIMA has to implement a product recall or issue a warning notice due to a product defect, the Customer shall take best efforts to support WEIMA and participates in all measures that WEIMA considers necessary and appropriate, in particular, the Customer will procure the necessary customer information. The Customer is obliged bear the costs of the product recall or warning notice, unless the Customer is not responsible for the defect in the products and the damage incurred pursuant to the principle of product liability law. Further claims by WEIMA shall remain unaffected.
3. The Customer has to notify WEIMA without delay, in writing, of any risks in connection with the use of the products and any possible defects in the products that come to the Customer's attention.

## **13. Force majeure**

1. If WEIMA is hindered in fulfilling its contractual obligations, especially in delivering the products, by force majeure, WEIMA shall be freed of its contractual obligations for the duration of the hindrance and a reasonable start-up period, without being obliged to pay compensation to the Customer. The same applies in the event that unforeseeable circumstances beyond WEIMA's control, such as labor disputes, pandemics, epidemics, measures taken by government authorities, energy shortages, delivery disruptions from suppliers, or significant disruptions to operations, in particular cyber-attacks, make it unreasonably difficult or temporarily impossible for WEIMA to fulfill its obligations. This shall also apply if such circumstances occur at a sub-supplier. This shall also apply if WEIMA is already in default. If WEIMA is released from its obligation to deliver, WEIMA shall refund any advance payments made by the customer.
2. On expiry of a reasonable period, WEIMA shall be entitled to withdraw from the contract if such impediment continues for more than four months and the performance of the contract is no longer of interest to WEIMA due to such hindrance. At the Customer's request, WEIMA will, on expiry of such period, declare whether it will exercise its right of withdrawal or deliver the products within a reasonable period of time.

## **14. Retention of Title**

1. WEIMA retains title in the delivered products until such time as the purchase price and any and all claims to which WEIMA is entitled against the Customer under their business relationship have

been settled in full. For the duration of the retention of title, the Customer shall handle the products subject to retention of title with due care. It shall, in particular, sufficiently insure the products subject to retention at its own expense at replacement value against fire, water, and theft damage. At WEIMA's request, the Customer shall provide proof of the insurance policy. The Customer assigns to WEIMA, with effect as from today, all claims for compensation arising under such insurance. WEIMA hereby accepts the assignment. If such an assignment is not permissible, the Customer instructs the insurance company herewith to make payments exclusively to WEIMA. This shall not affect any further claims to WEIMA is entitled.

2. The Customer is permitted to sell the products subject to retention of title only in the ordinary course of business. The Customer shall not be entitled to pledge the products subject to retention of title, to assign them by way of security, or to otherwise dispose of them that could jeopardize WEIMA's title to the goods. The Customer must notify WEIMA without delay and in writing of any attachment or other intervention by a third party, provide all information required, inform the third party of WEIMA's title to the goods, and assist in all measures taken by WEIMA's in order to protect the products subject to retention of title. To the extent to which the third party is not able to reimburse to WEIMA the judicial and extrajudicial costs incurred for enforcing WEIMA's title, the Customer shall reimburse WEIMA the loss sustained in this connection unless the Customer is not responsible for the breach of duty.
3. The Customer assigns to WEIMA, with effect as from today, all claims in connection with the resale of the products together with all ancillary rights, irrespective of whether the products subject to retention were resold prior to or after processing. WEIMA accepts such assignment with effect as from today. If such assignment is not permissible, the Customer herewith instructs the third-party-debtor to make payments exclusively WEIMA. The Customer shall be revocably authorized to collect the claims assigned to WEIMA in trust for WEIMA in the Customer's own name. The amounts collected Shall be transferred to WEIMA immediately. WEIMA may revoke the Customer's authorization for collection and resale for good cause, in particular if the Customer fails to duly meet its payment obligations vis-à-vis WEIMA, defaults or ceases payment, or if the Customer files opening of insolvency proceedings or similar proceedings for the debt settlement proceedings in respect of its own assets, or if the request for the opening of insolvency or comparable proceedings in respect of the Customer's assets filed by a third party is refused due to lack of assets. In the event of a blanket assignment by the Customer, the claims assigned to WEIMA shall be explicitly exempted.
4. At WEIMA's request, the Customer shall promptly notify the third-party debtor of the assignment without delay and provide WEIMA with the information and documents required for collection.
5. In the event of conduct contrary to the terms of the contract, in particular if the Customer is in default of payment, WEIMA shall, without prejudice to its other rights, be entitled, to withdraw from the contract after expiry of a reasonable grace period set by WEIMA. The Customer shall without delay grant WEIMA or its agents access to the products subject to retention of title and return them. After due and timely notice, WEIMA may otherwise dispose of the products subject to retention of title in order to satisfy its due claims against the Customer.
6. The processing or transformation of the products subject to retention of title by the customer shall always be carried out for WEIMA. The Customer's expectant right to the products subject to

retention of title shall continue to apply to the processed or transformed item. Should the products be processed or transformed together with other items not owned by WEIMA, WEIMA shall acquire joint title in new item in proportion of the value of the delivered products to the other processed items at the time of processing or transformation. The same shall apply if the products are connected or mixed with other items not owned by WEIMA in such a manner that WEIMA loses full ownership. The Customer shall keep the new items for WEIMA. In all other regards, the item created by processing or transformation, as well as connecting or mixing is subject to the same provisions as to the products that are subject to retention of title.

7. . If, taking into account standard valuation adjustments by the banks, the realizable value of the securities exceeds the claims of WEIMA arising from the business relationship with the Customer by more than 10%, WEIMA shall at the Customer's request be required to this extent to release the securities to which the Customer is entitled. The valuation is to be based on the invoice value of the products subject to retention of title and on the nominal value of the claims. The selection of items to be released is incumbent upon WEIMA in each case.
8. In the case of delivery to other legal systems in which the foregoing provisions on the retention of title do not have the same effect as in the Federal Republic of Germany, the Customer hereby grants WEIMA a corresponding security right. The Customer will take all further measures that are necessary in this respect to grant WEIMA such corresponding security interest. The Customer shall assist in all measures necessary or conducive for the effectiveness and enforceability of such security interests.

## **15. Assembly**

1. If WEIMA is commissioned not only with the supply of products, but also with assembly, this shall be carried out on the basis of a separate independent contract for work and services.
2. Such assembly contract is subject to the specific written assembly instructions issued by WEIMA.

## **16. Confidentiality**

1. The parties undertake to keep confidential and neither to record, disclose, or use any information that becomes available to them and is designated confidential or which can be identified as business or trade secrets based on other circumstances for five years from delivery, unless required for the business relationship.
2. The parties shall ensure by way of appropriate contractual agreements with their employees and agents, in particular their freelance employees and service providers that they, too, refrain for the period of five years from delivery from any and all private use, disclosure or unauthorized recording of such business and trade secrets.
3. The confidentiality obligation shall not apply if the information was demonstrably already known to the other party prior to the commencement of the contractual relationship, was generally known or publicly available or becomes generally known through no fault of the other party. The burden of

proof for the non-applicability of the confidentiality obligation is incumbent upon the party that intends to disclose or has disclosed the information of the other party to a third party.

## **17. Data Protection**

1. The parties undertake to comply with the statutory provisions on data protection, specifically the EU General Data Protection Regulation (GDPR) when executing the contract and to ensure that their employees also comply with these provisions.
2. The parties process the personal data received (names and contact details of the contact persons in each case) solely for the purpose of fulfilling the contract and shall implement appropriate technical safety measures to protect this information (Art. 32 GDPR) that correspond to the current state-of-the-art technology. The parties are obliged to delete personal data as soon as the processing thereof is no longer necessary. This does not affect any statutory obligations to preserve records.
3. If in the course of the execution of the contract, WEIMA processes personal data on behalf of the Customer, the parties shall conclude a separate contract processing agreement pursuant to Art. 28 GDPR.

## **18. Legal Compliance**

1. Within the scope of their corporate responsibility, the parties each undertake to ensure compliance with all applicable statutory provisions in or in connection with the conduct of their business (including environmental protection laws and labor regulations/laws, particularly with regard to employee health and safety) and that child labor and forced labor are not tolerated.
2. The Customer is obliged to dispose of delivered products properly at its own expense after the end of use in accordance with applicable statutory provisions, in particular those of the Electrical and Electronic Equipment Act (ElektroG). The Customer shall exempt WEIMA from its take-back obligation as manufacturer pursuant to Section 19 (1) ElektroG and from any related claims by third parties. The Customer shall contractually oblige any commercial third parties to which it passes on the delivered products to properly dispose of the products after use at their own expense and in accordance with applicable statutory provisions, in particular those of the Electrical and Electronic Equipment Act (ElektroG), and it shall oblige such third parties to impose this disposal obligation on any other third party to which the products are passed. If the Customer violates its obligation to pass on these obligations to the buyers, it shall take back the delivered products after use at its own expense and properly dispose of them in accordance with applicable statutory provisions, in particular those of the ElektroG.
3. The Customer is obliged to properly dispose of used, completely emptied packaging from WEIMA at its own expense in accordance with legal regulations, in particular those of the German Packaging Act (VerpackG). Accordingly, the Customer exempts WEIMA from its take-back obligations as a distributor of packaging in accordance with Section 15 (1) of the Packaging Act (VerpackG).

4. In addition, both parties shall confirm upon the conclusion of a contract that they will neither participate in any form of bribery or corruption nor tolerate the same.

## **19. Concluding provisions**

1. The assignment of rights and duties of the Customer to third parties is subject to the prior written consent of WEIMA.
2. Counterclaims of the Customer entitle it to set-off only if such claims have been conclusively legally determined or are uncontested. The Customer may assert a retention right only if its counterclaim is based on the same contractual relationship.
3. The legal relationship between the Customer and WEIMA shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. The exclusive place of jurisdiction for all disputes arising in connection with the business relationship between the Customer and WEIMA is the registered office of WEIMA. WEIMA is also entitled to file an action at the registered office of the Customer and at any other permissible legal venue. Arbitration clauses shall not apply. WEIMA is also entitled to bring legal action at the purchaser's place of business and at any other permissible place of jurisdiction. Arbitration clauses will be contested.
5. Unless otherwise agreed, the place of performance for all services provided by the Customer and WEIMA is the registered office of WEIMA.
6. The contract language is German.
7. Should any provision of these General Terms and Conditions of Sale be or become invalid or unenforceable, in whole or in part or should there prove to be a gap in these General Terms and Conditions of Sale, this shall not affect the validity of the remainder of the provisions. In place of the invalid or unenforceable provision the valid or enforceable provision shall be deemed to have been agreed that comes closest to the purpose of the invalid or unenforceable provision. In the event of a gap, the provision that corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions of Sale shall be deemed to have been agreed, provided that the contracting parties had considered the matter from the outset.

**As at: August 2025**