

General conditions of sale, delivery and installation of the company Sturm Surface Technology GmbH, Salching (in the following referred to as "Sturm Surface Technology")

I. General Part

1. Scope of application

1.1 These conditions of sale, delivery and installation shall apply to all present and future business relations. They shall also apply to subsequent transactions even if Sturm Surface Technology does not refer the customer to these conditions of sale, delivery and installation again. The customer's general terms and conditions shall not become part of the contract. This shall apply even if Sturm Surface Technology is aware of them, or if Sturm Surface Technology does not expressly disagree, unless their validity is expressly agreed to in writing.

1.2 The conditions of sale, delivery and installation shall apply to companies and public bodies and for special assets under public law.

2. Offer and Conclusion of Contract

2.1 Sturm Surface Technology shall be bound by the offer for a maximum of 3 months from the date of submission of the offer. Any technical changes shall remain unaffected to a reasonable extent, i.e. provided that the contractually agreed functions of the system are not restricted. Any illustrations, drawings, dimensions, weights and other performance data are only binding if this has expressly been agreed in writing.

2.2 Sturm Surface Technology reserves the ownership rights and copyrights for any offers, concepts, drafts, drawings and other documents. These documents must not be disclosed to any third party without express written consent. The aforementioned documents are to be returned without any delay to Sturm Surface Technology on request, or if the order has not been placed.

2.3 The contract shall be concluded by written confirmation of order by Sturm Surface Technology, or in case of no confirmation by execution of the order, respectively.

2.4 Any amendments, supplements or additional agreements require the written form to be valid. Sturm Surface Technology employees are not authorized to make additional agreements or give warranties, which exceed the contents of the written agreement. Any orders placed with Sturm Surface Technology technicians shall be confirmed by the customer's signature.

3. Prices and Payment

3.1 Unless otherwise agreed, prices shall apply ex works Sturm Surface Technology in Euros, plus statutory VAT at the applicable statutory rate.

3.2 Unless otherwise agreed, invoices are due on receipt and payable without any deductions.

3.3 The customer only has the right to offset any invoices, if his counterclaims have been legally established or have been admitted by Sturm Surface Technology. The customer may only exercise a right of retention, if his counterclaim is based on the same contractual relationship.

3.4 Any claims by Sturm Surface Technology for purchase price or work remuneration shall become time-barred after five years.

4. Customer's Rights in the Event of Defects

4.1 Unless otherwise agreed, Sturm Surface Technology warrants that the products delivered and the services rendered are free from defects for a period of 12 months from delivery of the goods or acceptance of the work performance, as applicable.

4.2 Only the product description supplied by Sturm Surface Technology shall be deemed valid for the condition of the goods. Any additional statements, recommendations and advertising do not represent any contractual condition of goods. The customer does not receive any guarantees in the legal sense.

4.3 In the event of defects, Sturm Surface Technology shall initially provide warranty, at its discretion, by remedying the defect, delivering a replacement (subsequent performance) or, where applicable, by producing the work anew. If subsequent performance fails, if Sturm Surface Technology seriously and definitively refuses performance, or if remedying the defect by way of subsequent performance fails due to disproportionate costs, the customer may, at its discretion, demand a reduction of the remuneration (price reduction), withdrawal from the contract, or damages subject to the limitations of liability set out in Section 5. However, in the event of only a minor breach of contract, in particular only a minor defect, the customer shall not be entitled to withdraw from the contract.

4.4 Any obvious defects of the goods are to be indicated in writing without any delay, within a period of one week after receipt at the latest. If this indication is not submitted, any assertion of warranty claims is excluded. In order to meet the deadline, timely dispatch is sufficient. The customer must supply complete evidence regarding all eligibility requirements, in particular with respect to the defect itself, the time of identification of the defect and for timeliness of the notice of defect.

4.5 If the customer chooses to withdraw from the contract because of a defect after failed subsequent performance, he shall not be entitled to any additional claims for damages for this defect. If the customer chooses compensation after failed subsequent performance, the delivered goods shall remain with the customer, provided that this is acceptable for the customer. In this case, compensation shall be limited to the difference between the agreed price and the value of the faulty item. The aforementioned restrictions shall not apply, if the breach of contract is based on intent or gross negligence by Sturm Surface Technology, or if any bodily injuries or damages to health, or deaths have occurred, respectively.

4.6 Any liability for normal wear or for damages due to unsuitable or improper use, use of unsuitable equipment, use of an unsuitable installation base, chemical or electrical influences, atmospheric or other natural influences, shall be excluded. If operating or maintenance instructions provided by Sturm Surface Technology are not adhered to, or if any changes are made to the products, including the software, or if any parts are exchanged or consumables are used, which do not correspond to the original specifications, any warranty shall be excluded, unless the customer disproves any substantiated statement, that the defect has only occurred as a result of these circumstances. The same shall apply for the case that written advice provided by Sturm Surface Technology has been disregarded.

4.7 Subject to another agreement, any used items are sold excluding all warranties for defects.

4.8 In case that the customer receives a faulty operating manual, Sturm Surface Technology is only obligated to supply an operating manual which is free of defects.

5. Liability

5.1 Claims by the customer for damages and reimbursement of expenses, no matter on what legal ground, are excluded. This exclusion of liability does not apply:

- to damages caused deliberately or by gross negligence.
- in the case of threat to life, physical injury or injury to health;
- to Product Liability Act claims;
- in the event of a breach of material contractual obligations (cardinal obligations);

In this respect the vendor is only liable for the foreseeable, contract-typical, direct average claim according to the type of product. In any case, liability is limited to no more than EUR 5.000.000,- for personal injury and damage to property or EUR 5.000.000,- for financial damages and such damages, the occurrence of which could not reasonably be anticipated when concluding this contract.

5.2 Sturm Surface Technology is not liable for damages to the machine, for the loss of the machine and resulting damages which occur during or before the installation and run-off at the customer's site.

Sturm Surface Technology is not liable for damages caused by:

- carelessness and awkwardness of the operating and maintenance personnel of the customer or third parties
- Production losses and costs (including operating costs) arising from machine installations and modifications
- vandalism, sabotage, intent
- inductions, short circuit current, overvoltage
- fire, lightning, explosion
- water, humidity, dust
- chemical, electrical, electrochemical, physical and radioactive influences
- force majeure and forces of nature (earthquakes, frost, heat, ice, collapse of the building, storm etc.)
- loss or partial loss caused by theft, burglary, pillage and robbery
- any infringements of property rights resulting from processes or machine specifications required by the customer

5.3 Any claims by the customer for compensation for indirect or consequential losses, including loss of production or lost earnings, are excluded, except in cases of intent or gross negligence.

5.4 Sturm Surface Technology shall not be liable for works by their technicians on machines and devices, which are not connected to the installation or repair, or which have been carried out without any knowledge on the part of Sturm Surface Technology and without its approval, unless the loss has been caused by intent or gross negligence.

5.5 Any damages claims of the customer shall expire one year after delivery of the goods, or acceptance of work performance, respectively. This shall not apply in cases mentioned under no. 5.2.

6. Retention of Title

6.1 All delivered goods, special facilities and spare parts shall remain property of Sturm Surface Technology (reserved property) until complete settlement of all accounts receivable by Sturm Surface Technology from the business relations with the customer, including all outstanding balance claims from current accounts. As far as the value of all security interests, which Sturm Surface Technology is entitled to according to this clause, exceeds the amount of all secured claims by more than 20%, Sturm Surface Technology will release at the customer's request a corresponding part of the security interests.

6.2 The customer is entitled to process and sell the items, which are subject to retention of title, in the framework of regular business operation, provided that he is not in default. Any claim resulting from a resale or any other legal ground (insurance, tort) in terms of the reserved property, shall be assigned in its entirety already now by the customer to Sturm Surface Technology by way of security. Sturm Surface Technology shall accept this assignment. Sturm Surface Technology authorizes the customer to collect the assigned claim for their account on their own behalf. The collection authorization may only be revoked if the customer does not meet his obligations to pay.

6.3 Any pledging or chattel mortgage of the reserved property is not allowed. In case of access of any third party to the reserved property, the customer shall point out the property of Sturm Surface Technology and shall notify Sturm Surface Technology without any delay. In addition, in case of access of any third party to the reserved property, the customer shall pay all costs required for annulment of the access, especially by third party proceedings, and for recovery of the item.

6.4 In case of the customer acting contrary to contract, especially in case of default, Sturm Surface Technology shall be authorized to withdraw the reserved property. The customer shall be obligated to deliver the reserved property. For collection of goods, Sturm Surface Technology shall be entitled to access any operating site or other premises of the customer, where the reserved property is stored.

6.5 During the term of the retention of title, the following shall apply: the customer may use the goods, but must not cede them to any third party, sell or encumber them. Any relocation requires Sturm Surface Technology's approval. All required repair or maintenance works must be carried out professionally by the customer at his own expense (with the exception of works for rectification of faults). The goods are to be insured against destruction, damage and deterioration in favour of Sturm Surface Technology. On demand, the customer must prove insurance, as well as regular payment of the insurance premiums. Sturm Surface Technology shall be entitled to inspect the reserved property at any time after announcement, and to access the customer's premises for this purpose.

6.6 The treatment or processing of the reserved property shall always be carried out on behalf and by order of Sturm Surface Technology. If it is processed or mixed with any items not belonging to Sturm Surface Technology, Sturm Surface Technology will acquire joint ownership for the new item, proportional to the value of the items supplied by Sturm Surface Technology to the other processed items.

7. Acceptance

7.1 The customer shall be obligated to accept the subject of the contract. The subject of the contract is ready for acceptance if Sturm Surface Technology produces the subject of the contract essentially complete and free of defects. Any marginal defects or marginal remaining works do not constitute an obstacle for acceptance.

7.2 Acceptance must be effected within 14 days after receipt of the written notification of completion by Sturm Surface Technology. If formal acceptance cannot be effected within the aforementioned period due to reasons, which Sturm Surface Technology is not responsible for, the subject of the contract shall be deemed to be accepted if the prerequisites of no. 7.1 are met.

7.3 If Sturm Surface Technology meets the prerequisites of no. 7.1 and has instructed the customer or his staff, respectively, according to contract, the subject of the contract shall be deemed accepted even if Sturm Surface Technology has not formally invited the customer for acceptance.

Acceptance according to this paragraph shall be accomplished, if after presentation of the prerequisites according to page 1 the subject of the contract has functioned without any defects for a period of 14 days.

8. Guarantee

Insofar as guarantees are provided by manufacturers of individual components of the subject of the contract, these guarantees shall only be valid for the relationship between customer and manufacturer. Sturm Surface Technology does not give any guarantees in any case. Any other provision shall only apply if Sturm Surface Technology itself has given a written guarantee to the customer.

9. General

9.1 The laws of the Federal Republic of Germany shall apply exclusively. The applicability of the United Nations Convention on Contracts for the international sale of goods shall be expressly excluded, even in case that any application thereof is intended in the customer's business conditions.

9.2 Sole place of jurisdiction for any disputes arising from or in connection with this contract shall be the place of registered office of Sturm Surface Technology. Sturm Surface Technology shall, however, also be authorized to sue the customer at his general place of jurisdiction.

9.3 Place of performance for any obligations from the business relation shall be Salching.

9.4 In compliance with the applicable data protection laws, including the GDPR and the German Federal Data Protection Act, Sturm Surface Technology shall be authorized to store and process any personal or economic data of the customer, regardless of whether they are derived from the customer or any third party.

II. Additional Provisions for the Sale and Delivery of Movable Objects

10. Packaging and Dispatch

10.1 Unless agreed otherwise, any costs for packaging, dispatch, payment transactions, customs duties and packaging return are separately charged to the customer. Sturm Surface Technology may choose to either charge a lump sum (5% of the invoice amount) or the actual costs. The customer is entitled to prove lower costs to Sturm Surface Technology.

10.2 Type of packaging and dispatch are selected by Sturm Surface Technology according to Sturm Surface Technology's reasonable discretion.

10.3 Unless agreed otherwise, the goods will only be insured against damage in transit on the customer's particular demand. The costs for this insurance shall be borne by the customer.

10.4 If dispatch or acceptance, respectively, is refused due to reasons to be answered for by the customer, the customer shall bear any expenses arising from this delay. After fruitless expiry of a reasonable period of time, Sturm Surface Technology is also authorized to otherwise dispose of the item of delivery.

10.5 Any obvious damages in transit are to be properly recorded on receipt of delivery, in particular damages to the packaging are to be recorded and photographs are to be taken. Any obvious damages in transit are already to be notified to the driver of the forwarding agent on delivery. This notification is to be confirmed by the driver in writing. In addition, any obvious damages in transit are to be notified in writing to Sturm Surface Technology within 48 hours after receipt at the latest. If the customer fails to duly notify Sturm Surface Technology within this period, Sturm Surface Technology shall be entitled to claim from the customer compensation for any loss incurred as a result of the delayed notification, in particular where such delay prevents Sturm Surface Technology from asserting claims against the persons entrusted with the transport due to lack of timely knowledge of the transport damage.

11. Passing of Risk, Acceptance

11.1 The risk will pass to the customer as soon as the goods have been handed over to the person charged with transport, or have left Sturm Surface Technology's warehouse for dispatch.

11.2 If the goods are ready for dispatch and dispatch is delayed on the customer's request or for any other reasons to be answered for by the customer, the risk will pass to the customer with notification of readiness for dispatch.

11.3 If the customer does not accept the goods after notification of readiness for dispatch, or if the customer is in default with the fulfilment of other essential contractual obligations, Sturm Surface Technology may withdraw from the contract after reasonable fixing of a time limit, and may

claim damages instead of performance. Insofar, Sturm Surface Technology may claim the actual loss or a lump sum to the amount of 15% of the net invoice amount, unless the customer proves a lower actual loss.

12. Delivery Times

12.1 Delivery time is stipulated in the contract. Any definite delivery times or periods require written confirmation by Sturm Surface Technology to be valid. Meeting the delivery times requires that the customer meets his obligations and duties according to agreement. If this is not the case, delivery time will be reasonably extended, unless Sturm Surface Technology is responsible for the delay.

12.2 Meeting the delivery time is subject to correct and timely delivery for Sturm Surface Technology. This shall only apply in case that non-delivery is not to be answered for by Sturm Surface Technology, in particular in case of conclusion of a congruent hedging transaction with their suppliers. Sturm Surface Technology shall immediately notify the customer on any unavailability. Any consideration already paid shall be refunded.

12.3 Delivery times and periods will be deferred or extended to a reasonable extent, if Sturm Surface Technology is not able to perform in time, due to force majeure, strikes or other circumstances beyond Sturm Surface Technology's control. This shall also apply if any corresponding circumstances occur at its suppliers. On no legal ground shall Sturm Surface Technology be liable for any losses resulting therefrom. If any obstruction lasts for more than 3 months, the customer shall be entitled after reasonable granting of a grace period to withdraw from the contract in terms of the part not yet performed. The customer shall not be entitled to any claim for damages.

12.4 In terms of delay by Sturm Surface Technology, the legal provisions shall apply. If Sturm Surface Technology is obligated to pay compensation, no. 5 shall apply.

12.5 Sturm Surface Technology shall be entitled to effect part deliveries and partial service at any time, unless partial performance is not of interest to the customer.

12.6 Any supplied items are to be accepted by the customer, even if they have marginal defects. Acceptance shall be concluded with the customer's signature on the acceptance certificate.

13. Installation, Assembly, Maintenance

13.1 To the extent that, according to the contract, the delivery item is to be installed or assembled by Sturm Surface Technology staff, the customer shall prepare the site for assembly at his own expense and pursuant to the contractual agreement and make sure that any required connections and technical facilities are present. It is exclusively the customer who is responsible for statics and building equipment and the load capacity of the installation site of the system. Before starting any assembly works, the customer shall provide Sturm Surface Technology with evidence of all required information on the location and existence of supply connections (such as electric current, water, compressed air, etc.) for the system. This shall apply in particular for any subsurface facilities. Sturm Surface Technology does not assume any liability for damages resulting from the customer's non-compliance with the aforementioned obligations.

13.2 The installation site must be freely accessible for the system, in particular both the installation site and the building floor must be accessible by the required transport machines and capable of bearing their load. Any entrance doors and the building height must be sufficiently dimensioned both for the system and for the required transport machines.

13.3 Proper execution of the commissioned works must be confirmed to Sturm Surface Technology by the customer on the field service report. The customer shall receive one copy for his records.

14. Software

14.1 In case of delivery of software, the object of agreement shall be the programme, including any description and data carriers. Presentation in offers and brochures serves only for description of services. The customer will not receive any guarantee in the legal sense.

14.2 For any software produced by Sturm Surface Technology, the following shall apply:

With its delivery, the customer acquires the right to use the supplied software on the system provided by Sturm Surface Technology. The supplied software components are property of Sturm Surface Technology, which reserves the right to retain source codes and development details. If the right of use for the software according to the contract is only temporary,

it shall end on expiry of the agreed usage time. Any use beyond the reference period is forbidden. The licence must not be transferred.

14.3 For any software not produced by Sturm Surface Technology, the following shall apply:

The manufacturer of the software supplied by Sturm Surface Technology owns, or is otherwise entitled to dispose of, all intellectual property rights and process technologies relating to the respective program. The customer is granted the license by the manufacturer for use of the relevant programme for own purposes in their own company, exclusively on one system supplied by Sturm Surface Technology. The license may only be transferred after written consent of the manufacturer of the supplied software.

14.4 In general, the following shall apply:

The trademark rights information on the programme carrier or the packaging, even those of any third party, is to be observed. This shall also apply for any amendments or updates of the supplied software. The granting of the licence is subject to full payment of the agreed remuneration. The right of use does not include the right to use any trademark of the programme. The customer is not allowed to grant sub-licences.

The customer shall be authorized to make copies of the licence programme, provided that these copies are required for use on a workstation according to contract, or for backup purposes. All copies must bear the copyright identification similarly to the original copies supplied by Sturm Surface Technology. In case of a rescission of the contract, the object of contract and all copies are to be returned to Sturm Surface Technology or to be deleted, respectively. The customer is obligated to confirm in writing that he has met this obligation.

14.5 Maintenance of the software requires a separate agreement. Any new versions of the programme are to be remunerated separately by the customer.

14.6 The customer shall be obligated to use any supplied programmes, including any supplements, only in accordance with the contractual purpose, and not to disclose them to any third party, neither directly nor indirectly. The same shall apply for any technologies made accessible to the customer. This confidentiality obligation shall continue to exist after termination of the contract. It shall not apply for any information, which is publicly known or which was made available to the customer from other sources.

14.7 The customer is obligated to immediately check the software made available to him after installation, in particular by test runs.

14.8 The customer is aware that software can usually not be supplied completely free of defects with regard to its varied applications and its complexity. Sturm Surface Technology does not make any compatibility promises. For any defects of the supplied software, the provisions for liability for defects of no. 4 shall apply. However, liability for defects for Sturm Surface Technology software shall be excluded if the customer or any third party not authorized by Sturm Surface Technology make amendments, in particular carry out their own programming work.

14.9 Always the latest developed and provided version of the programme shall be subject to liability for defects. In case of a defect, the customer shall be obligated to cooperate with Sturm Surface Technology, and in particular to provide all documents and information necessary for rectification of the fault.

14.10 Any liability for losses shall be excluded if the customer could have prevented their occurrence by reasonable programme and data backups.

III. Additional Provisions for Assembly Works

15. Assembly Rates

15.1 For services performed by Sturm Surface Technology's technicians, Sturm Surface Technology will charge, unless otherwise agreed, the respectively current hourly rates, plus any surcharges, if applicable. For any works on Sundays and bank holidays, the usual surcharges according to tariff shall apply.

15.2 Accommodation costs, daily allowances, travel expenses and allowances for work performed away from the usual place of work shall be charged separately.

15.3 The stipulated prices are exclusive of statutory VAT at the applicable statutory rate.

16. Scope of Services

16.1 The order placed shall determine the scope of services.

16.2 All parts that are additionally required for assembly, which are not expressly listed and which are required for commissioning by exceptional, unforeseeable local circumstances, or because of a special request of the customer or because of requirements of the local supervisory authority, respectively, shall be charged separately upon presentation of appropriate evidence.

16.3 Any interruptions to assembly work caused by missing connections, construction work, power outages or similar circumstances beyond Sturm Surface Technology's control shall be at the customer's expense, unless such circumstances are not attributable to the customer either.

16.4 Additional work that is not included in the contractually agreed scope of delivery shall be charged on a time and material basis. This shall be agreed separately between Sturm Surface Technology and the customer. Waiting times during the presence of employees, fitters or service technicians of Sturm Surface Technology for the commissioning of the machine shall be borne by the customer, unless such waiting times are caused by circumstances for which the customer is not responsible.

16.5 Any agreed assembly lump sums do not include any work on Sundays and bank holidays. Assembly lump sums shall only apply if all on-site preparation measures have been completed.

16.6 Any expenses for assistants of the technician during the period of execution of the commissioned work shall be borne by the customer, to the necessary extent.

Salching, June 2026