

General Terms and Conditions of Sale of SOMO.TEC GmbH

valid for: SOMO.TEC GmbH, Am Soll 8, 18182 Bentwisch (Updated 09.02.2024)

I. Applicable Terms and Conditions

These terms and conditions of sale and delivery shall apply exclusively to all – including future – deliveries and services provided by SOMO.TEC GmbH (hereinafter: **Supplier**), supplementing all other agreements with the contractual partner (hereinafter: **Purchaser**), even if no express reference is made thereto in further business dealings or contractual negotiations. Deviating and/or contradictory general terms and conditions of business and purchasing of the Purchaser shall not become part of the contract, even if they were part of the Purchaser's request for an offer or if they were not expressly objected to again in individual cases despite knowledge thereof. These terms and conditions shall be deemed accepted by the Purchaser upon ordering, but at the latest upon acceptance of the delivery or service. Modifications or supplements of the terms and conditions for an ongoing contract require a written agreement.

II. Offers and order placement

The Supplier's offers are non-binding. Related declarations by the Purchaser and orders shall only become binding upon written confirmation by the Supplier. Every agreement must be made in writing. Transmission by electronic means of communication and by fax shall be deemed equivalent to the written form.

III. Prices, Terms of Payment and Offsetting

1. All prices are quoted in Euros ex works excluding packaging, insurance and customs duties plus the applicable statutory VAT.
2. If the supplier has taken over the installation or assembly and unless otherwise agreed, the customer shall bear all necessary ancillary costs such as travel and transport costs as well as allowances in addition to the agreed remuneration.
3. In the event order-related costs change significantly after conclusion of the contract, the contractual partners are obligated to agree on an appropriate adjustment of the prices. A change of more than 5% shall be considered significant.
4. Freight-paid prices apply under the condition of open, unhindered traffic on the transport routes in question. Dead or additional freight, as well as waiting time costs incurred due to the Purchaser's instructions, shall in all cases be borne by the Purchaser.
5. Crate packaging, containers, racks, hobbocks and other packaging are charged at cost.

6. Payments are to be made free Supplier's paying agent.
7. The purchaser may only offset claims that are undisputed or have been legally established.

IV. Order, delivery schedules

1. Orders and delivery schedules are based on the specific logistical agreements. They may also be performed via internet.
2. If the Supplier does not confirm the order within three weeks of receipt, the Purchaser is entitled to cancel the order. Unless otherwise agreed, delivery calls shall become binding if the Supplier does not challenge them within two weeks of receipt at the latest.
3. If the products to be delivered are changed, the prices, scope of delivery and delivery dates must be re-agreed in writing. Changes to ordered series parts due to changed drawings indices must be communicated to the Supplier in good time outside of the standardized call-offs. The Purchaser must ensure that the change is confirmed in writing by the Supplier.

V. Payment

1. If no other terms of payment have been agreed, accounts receivable for deliveries and services shall be due 30 days after the invoice date (payment target) net without deduction.
2. In the event of premature delivery, the payment due date shall be based on the agreed delivery date. Deviations of +/- 2 days do not entitle the Purchaser to any claims.
3. Two days after the expiry of the payment term, the Purchaser is in default without a reminder being required. The Supplier reserves the right to claim further damage. The Supplier's receipt of money shall be decisive.
4. The Purchaser is aware that payment terms in excess of No. 1 can only be granted if this is within the scope of the credit rating of a credit insurance company and if the contracting parties conclude either an individual agreement or a framework agreement. The open credit exposure must be within the said credit limit, also taking into account upcoming deliveries. If this limit is exceeded, even in the case of outstanding deliveries or orders, the Supplier may, irrespective of the agreed due dates, determine reasonable partial payments and/or a reduction of the payment periods and, after determining new

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delivery periods, make further deliveries dependent on payment.

5. In addition, all claims, even if a payment term exceeding V. No 1 has been granted, shall be due immediately if the terms of payment are not adhered to or if the Supplier becomes aware of circumstances that are likely to reduce the Purchaser's creditworthiness. This is the case, for example, if the Purchaser suspends payments or applies for the opening of insolvency proceedings over its assets or if this is rejected for lack of assets. In these cases, the Supplier may demand prepayment or securities for deliveries that are still outstanding.

VI. Delivery dates and deadlines

1. The delivery period begins when the Supplier sends the order confirmation. Thereafter, the agreed deadlines and dates are binding, subject to force majeure.
2. The decisive factor for compliance with the date of delivery shall be the provision ex-works of the Supplier. If delivery "free works" has not been agreed, the Supplier shall make the goods available in a timely manner, taking into account the usual time for loading and dispatch.
3. The Supplier is permitted to make partial deliveries.

VII. Delay in delivery and acceptance, breach of duty

1. The Supplier owes compensation for culpable delay in performance pursuant to Section 280 paragraph 2 BGB only after a written reminder. The claim for compensation is limited exclusively to the damage foreseeable by the Supplier at the time the reminder is received, excluding business interruption damage.
2. In the case of slight negligence, the compensation is limited to additional freight and retrofitting costs.
3. If the Supplier does not perform a service in spite of it being due, or if it performs differently than owed, the Purchaser may withdraw from the contract to the exclusion of further claims if the subsequent performance is of no interest to the Purchaser. With regard to partial deliveries, the Purchaser cannot derive any rights made from the delay in partial deliveries.

4. If the order quantities agreed in the framework agreements are not accepted, the Supplier will be entitled to exercise its statutory rights.
5. If the shipment is delayed for reasons for which the Purchaser is responsible, the risk of accidental loss or the risk of deterioration in the quality of the goods passes to the Purchaser on the day the shipment is made available. The Purchaser shall assume any hedging costs incurred.

VIII. Force majeure

1. Force majeure, in particular, but not limited to natural disasters, fire, floods, pandemics, industrial disputes (strikes and lockouts), riots, war, blockades, import and export bans, hindrances for which the Supplier is not responsible in delivering raw materials, machines or substances, lack of energy, official measures and other unforeseeable, unavoidable and serious events for one contracting party, release the contracting parties from their performance obligations for the duration of the disruption and to the extent of their effect. This shall also apply if such events occur at a time when the affected contracting party is in default.
2. The contracting parties shall, within reasonable bounds, promptly provide all necessary information and adapt their obligations to the changed circumstances in good faith. They shall inform each other immediately when the cause of the impediment to performance has ended. The Supplier is entitled to a reasonable period in which to resume production. If the hindrance lasts longer than six months, each contracting party is entitled to withdraw from the contract to the exclusion of all claims for damages. Claims for reimbursement of services and reimbursement of futile expenditures as well as for services rendered remain unaffected. Section 206 BGB is not applicable.
3. The Purchaser shall assume the necessary storage of goods that are ready for dispatch or in transport with the freight forwarder at its own expense. The Supplier is entitled to invoice the goods once they are made available.

IX. Acceptance

The customer may not refuse acceptance of deliveries on account of minor defects.

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X. Notification of defects

1. The Purchaser must immediately check deliveries in the ordinary course of business (incoming goods inspection) and notify any defects found immediately.
2. The Purchaser must immediately check the incoming goods for type, identity, quantity and recognizable transport and moisture damage. Packaging differences must remain verifiable for the Supplier's inspection.
3. The Purchaser must report defects that occur later immediately after they have been discovered. Unless otherwise agreed, the Purchaser bears the risk for the detection of hidden defects from a storage period of more than one month from delivery. For the duration of storage, the Purchaser bears the burden of proof that the Supplier is responsible for the reported defects.
4. The recipient of the goods must report any transport damage directly to the forwarding agent. Insofar as the Purchaser prescribes the means of packaging or excludes common means of packaging, it shall be liable for possible transport damage.

XI. Liability for defects

1. The Purchaser's claims for material defects only exist if the goods or services provided by the Supplier deviate from the quality agreed in a written specification upon transfer of risk and cannot, therefore, be used for the agreed purpose and the Supplier is responsible therefor. The Purchaser is solely responsible for the correctness and completeness of all order information, the specification for the intended use and the decision to use the goods and services ordered. Unless expressly stipulated in writing in the specification, the Supplier does not assume any quality or durability guarantee. This shall also apply if the DIN/ISO/EN standards valid at the time of the order are also used to fill in loopholes in the specification.
2. The Purchaser must immediately inform the Supplier in writing of any defects and provide the Supplier with all information it deems necessary, in particular regarding storage, use and compliance with agreed or customary operating and maintenance conditions. Goods that are an object of claim shall be given or made accessible to the Supplier to check and determine the cause of the error. If the Purchaser does not comply with the

obligation to notify and offer proof, any claims for material defects shall be excluded. If defects for which the Supplier is responsible are found, the Supplier shall bear the costs of determining the defects. If defects are not found, the costs of the examinations shall be borne by the Purchaser.

3. In the case of defects identified in accordance with Paragraph 1, the Supplier fulfils its obligation to provide supplementary performance when, at its discretion, it either repairs the goods or delivers goods free of defects. To conduct supplementary performance, the Purchaser must give the Supplier the opportunity to sort out and to repair or to make a subsequent (replacement) delivery. If this type of supplementary performance is unreasonable for the Purchaser or if the Supplier does not comply therewith within a reasonable time, the Purchaser may withdraw from the contract and send the goods back in their original packaging at the risk of the Supplier. In urgent cases, it may, after consultation with the Supplier, carry out the repair work itself or have it carried out by a third party. The Supplier bears costs arising hereby.
4. If the same goods are again delivered with defects, the Purchaser is entitled, after a written warning, even for the unfulfilled scope of delivery.
5. If the defect is only discovered after the start of production despite compliance with the obligation in accordance with Section X (notification of defects), the Supplier shall bear the necessary expenses in accordance with Section 439 para. 2 BGB if the Purchaser does not reduce the purchase price. The Purchaser is obligated to take all measures to minimize damage.
6. In the event of a culpable breach of duties exceeding the supply of defective goods (e.g. in the event of an obligation of information, consultancy or examination), the Purchaser may demand indemnification for the subsequent damage resulting from the defect as well as the subsequent damage resulting from the defect reimbursed by the Purchaser to its Purchaser pursuant to the provisions of Section XII. Subsequent damage resulting from the defect shall be deemed the damage which the Purchaser has suffered arising from damage to objects other than the goods themselves due to the delivery of defective goods. The Purchaser shall only have further-

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reaching claims for expenses and damages due to the delivery of defective goods if this has been contractually agreed. Section XVI no. 1 applies accordingly.

7. At Supplier's request and expense, the parts to be replaced by it shall be made available to it by the Purchaser without delay in a manner to be agreed.
8. Claims for defects become statute-barred 24 months after delivery unless otherwise agreed and the normal useful service life of the delivered goods is not shorter. Recourse claims according to Section 478 BGB shall be settled at the Supplier's discretion in particular through deliveries, discounts or credit notes.
9. Claims for defects shall not exist if the defect is attributed to a breach of the operating, maintenance or installation instructions; unsuitable or improper use; defective or negligent treatment or wear and tear, or to third-party intervention on the delivered items.
10. In the event of defective deliveries, the Purchaser's claims from the Product Liability Act, tort and management without commission shall remain unaffected by the present Section XI.
11. If the Supplier has rejected in writing claims for defects that were asserted within the period in accordance with no. 9, their assertion is excluded six months after receipt of the rejection, at the latest one year after their assertion (Section 309 Section 8 lit. b et seq. BGB). By negotiating the complaint, the Supplier does not waive the objection that the complaint was submitted late, inadequately or in the correct form.
12. The above conditions also apply accordingly if the Supplier processes goods on behalf of the Purchaser – regardless of whether these were provided. In this case, a new delivery will be replaced by reworking. However, all payment claims against the Supplier, regardless of what type and for whatever legal reason, are limited to the amount of the agreed processing costs.
13. It is only liable to the Purchaser for sub-supplied goods used by the Supplier if it is responsible for a selection error or other essential inspection obligation.

XII. General liability

1. Unless another liability regulation has been agreed elsewhere in these terms and conditions, the Supplier is only liable within the framework of indispensable statutory provisions. This also applies to all risks associated with electronic data exchange.
2. The obligation to pay damages only exists if the Supplier bears culpability for the damage caused by it and if it caused the damage through intent or gross negligence. In the event of slight negligence, the Supplier is only liable in the event of a breach of essential contractual obligations, insofar as liability is not excluded.
3. If claims are made against the Purchaser due to no-fault liability towards third parties on account of rights which cannot be dispensed with, the Supplier is liable to the Purchaser regardless of fault.
4. The principles of Sections 254, 426 BGB apply accordingly for the compensation of damages between the Purchaser and the Supplier. This shall also apply in the event of a claim being made directly against the Supplier. In any event, claims are made against the Purchaser or the Supplier, which can lead to a liability settlement under these provisions, the Supplier and Purchaser must inform each other immediately and exchange all information and documents required for legal defence upon request. Any legal measure, in particular the conclusion of settlements that could trigger recourse against the other contracting party, requires the prior consent of the contracting party concerned. A violation of these obligations excludes recourse claims. For legal defence against claims made abroad, the choice of law is open as to the law of the deciding court or the place of the crime.
5. If third parties or authorities make claims against the Supplier due to the use of its name or its brand on the products supplied by it and in the products used by the Purchaser as a manufacturer, in particular, according to Section 4 of the Product Liability Act or according to the law on the reorganization of the safety of technical work equipment and consumer products, or statutory ordinances of third parties based thereon, the Purchaser shall indemnify the Supplier from all claims and costs of cooperation in official measures.

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6. The obligation to pay compensation is excluded insofar as the Purchaser has itself effectively limited liability towards its Purchaser. In this context, the Purchaser shall endeavour also to agree on limitations of liability in the Supplier's favour to the legally admissible scope.
7. Claims by the Purchaser are excluded insofar as the damage can be attributed to breaches of operating, maintenance and installation instructions attributable to the Purchaser or a third party, unsuitable or improper use, storage, incorrect or negligent treatment, natural wear and tear or incorrect repairs.
8. The Supplier is only liable for measures taken by the Purchaser to prevent damage (e.g. recall campaigns for security reasons) to the extent that it is legally obligated to do so.

XIII. Property rights

1. In the absence of an agreement to the contrary, the Supplier shall be obligated to effect the delivery free of industrial property rights and third-party copyrights (hereinafter referred to as property rights), only in the country of the place of delivery. Should a third party assert justified claims because industrial property rights or copyrights have been violated by deliveries effected by the Supplier and used according to the contract, the Supplier shall be liable to the Purchaser within twelve months from the start of the statutory limitation period as follows:
 - a) The Supplier shall at its discretion and its own expense either make sure, that the Purchaser will be given the right of use or that the object of the delivery will be modified in such a way that the violation of the industrial property right or copyright will no longer exist or that the object of the delivery will be exchanged. If the Supplier is not able to do this on reasonable conditions, the Purchaser shall be legally entitled to withdraw or receive abatement.
 - b) The Supplier's obligation to pay damages is governed by Section XII.
 - c) The obligations of the Supplier specified above shall prevail only provided the Purchaser notifies the Supplier immediately in writing of any claims asserted by third parties, if no infringement is acknowledged, and if all defensive measures and conciliation negotiations are reserved by the Supplier.

If the Purchaser stops using the goods or services supplied for reasons of loss reduction or other good reasons, it shall be obligated to point out to the third parties that suspending such use shall not entail any admission of a property right infringement.

2. Claims of the Purchaser shall be excluded to the extent it is responsible for the violation.
3. Claims by the Purchaser are further precluded to the extent that the property right infringement is caused by special requirements of the Purchaser, by an application which could not be foreseen by the Supplier or through the delivered item being modified by the Purchaser or used together with other products not supplied by the Supplier.
4. In the event of infringement of property rights, payments by the Purchaser may only be withheld to an extent that is reasonable in relation to the claims arising from the infringement of property rights with regard to the Purchaser's claims regulated in number 1 a). The Purchaser may only withhold payments if a third party has asserted an infringement of property rights against the Purchaser, the justification of which is incontestable. If an infringement of property rights is wrongly asserted, the Supplier shall be entitled to demand from the Purchaser reimbursement of the expenses it incurred.
5. If other title defects exist, then the provisions of Section XI. shall apply mutatis mutandis.
6. Other claims or claims other than those stipulated in this Section XIII. of the Purchaser against the Supplier or its agents due to a defect are excluded.
7. Without an express written agreement, property rights or expertise are not transferred, and no rights of use or exploitation are established. Such rights remain the exclusive property of the entitled party.

XIV. Use of production means and confidential specifications of the Purchaser

1. Models, matrices, stencils, samples, tools and other means of production, as well as confidential information provided to the Supplier by the Purchaser or paid for in full by it, may only be used for deliveries to third parties within the scope of applicable law with the Purchaser's prior written consent.

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2. If changes to the drawings of parts ordered result in costs for modifying tools and matrices, these shall be paid by the Purchaser.
3. The change will only be carried out if the cost of the tools and the price adjustment of the finished parts have been mutually confirmed in writing.
4. Tools and matrices for profile production are kept for ongoing production and up to 3 years after the last order. Thereafter, the Supplier is entitled to scrap the tools. In the event of subsequent delivery, new tools must be manufactured for which the Purchaser must pay.
5. If the Purchaser expects subsequent orders, an agreement must be made with the Supplier on the permanent storage of the tools in good time before the retention period in accordance with paragraph 4 expires. The costs arising from this shall be borne by the Purchaser. Upon termination of the storage obligation for devices, tools or production equipment of the Purchaser, the Supplier's obligation to fulfil follow-up orders also ends, unless otherwise agreed.
6. Insofar as the Purchaser provides manufacturing equipment or gauges, these must be sent to the Supplier free of charge. The Purchaser shall bear the costs of ongoing maintenance and changes. He may request that the costs be included in the series prices. Major overhauls or adjustments to the safety standards of the employers' liability insurance association or trade supervisory authority and replacements for reasons of consumption must be reimbursed by the Purchaser regardless thereof.
7. The Purchaser is responsible for tools, devices and production facilities that are provided by the Purchaser and their functional guarantee for the goods to be manufactured therewith. It shall bear the costs of implementing these funds in the Supplier's production facilities. Unless otherwise agreed, the Supplier is not obligated to check that the equipment provided matches the attached drawings or samples. This also applies to subSuppliers designated by the Purchaser to the Supplier. The Supplier is entitled to make technical modifications.
8. Insofar as workpiece-related parts or production facilities are manufactured or procured by the Supplier on behalf of the Purchaser, the Supplier shall invoice costs therefor. If the full costs have not been charged, the Purchaser shall also bear the remaining costs if it does not accept the number of items that it promised when the contract was concluded. Devices, tools and production facilities remain the property of the Supplier.
9. The tools, devices and production equipment shall be insured by the owner. Claims for compensation for consequential damage are excluded.
10. The Supplier may demand that the Purchaser retrieves such equipment owned by the Supplier after the end of the delivery. If it does not comply with such a request within three months, the Supplier is entitled to return it at the Purchaser's own expense.
11. In the case of storage requirements for sporadic spare parts production, agreements must be made regarding the cost of storage and to ensure readiness for production when the series is discontinued.

XV. Retention of title

1. The Supplier retains ownership of the delivered goods until all, including future claims against the Purchaser arising from the business relationship have been met within the scope of the balance reservation to which it is entitled. The processing shall be effected for the Supplier without obligating it and without the property being lost as a result. If the Purchaser combines the goods subject to retention of title with other goods, the Purchaser is obligated to transfer co-ownership of the new item to the Supplier in proportion to the invoice value of all connected goods, provided the main item belongs to it. In this respect, the new goods are deemed to be goods under retention of title within the meaning of these terms and conditions.
2. The Purchaser is entitled to sell the reserved goods in the ordinary course of business. Any other dispositions beyond the fulfilment claims incumbent on the Purchaser are prohibited. Goods subject to retention of title may not be used by the Purchaser as security for its creditors. This also applies to Purchaser financing such as factoring or forfeiting.
3. The Purchaser assigns all claims accruing to it from the use of the reserved goods to the Supplier in advance with all ancillary rights

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- until complete settlement of its claims specified in no.1. The Supplier accepts this assignment. If the reserved goods are sold with other items that do not belong to the Supplier, or if they are used as material in the execution of contracts for work and services, the assignment includes the share of the proceeds corresponding to the co-ownership.
4. The Purchaser is only authorized to collect the assigned claims in the ordinary course of business. The Purchaser must notify the Supplier immediately of any access by third parties to the goods subject to retention of title or assigned claims. Costs of interventions shall be borne by the Purchaser.
 5. For justified reasons, the Purchaser is obligated, at the request of the Supplier, to notify the third-party buyers of the assignment and to give the Supplier the information necessary to assert its rights, to separate the goods and, if necessary, to mark them and to hand over the corresponding documents.
 6. The authorization of the Purchaser to dispose of the reserved goods and to collect the assigned claims expires in the event of non-compliance with the terms of payment as well as in the event of bill and check protests. In this case, the Supplier is entitled to take possession of the reserved goods. The resulting costs are borne by the Purchaser.
 7. The Supplier will release the securities held by it to the extent their value exceeds the claims to be secured by more than a total of 20%.
2. If one of the provisions of these terms and conditions and of additional agreements reached should be or become ineffective, this shall not affect the validity of the contract in other respects. The parties are obligated to replace the ineffective provisions by provisions as equivalent as possible in terms of their legal and economic outcome.
 3. The business relationship shall exclusively be governed by the law of the Federal Republic of Germany to the extent that nothing to the contrary has been agreed. The application of the uniform sales laws in the Hague Sales Convention (CISG) take precedence over the application of foreign law.
 4. The place of fulfilment is the Supplier's registered office. For deliveries, an alternative arrangement can be agreed.
 5. The exclusive place of jurisdiction is Rostock.
 6. The German version of these Terms and Conditions of Sale shall be authoritative.

Bentwisch, February 2024

XVI. General provisions, data and data protection

1. When determining the amount of compensation claims to be fulfilled by the Supplier, the economic circumstances of the Supplier, the type, scope and duration of the business relationship, any causation and/or negligent contributions of the Purchaser in accordance with Section 254 BGB, the ratio of the price of the goods to the scope of damage and a particularly unfavourable installation situation on the part of the Supplier shall be taken into account appropriately in favour of the Supplier. In particular, damages, cost and expenditures to be paid by the Supplier shall be in an appropriate ratio to the value of the supplied parts.