

O-Machines Europe GmbH

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GENERAL TERMS AND CONDITIONS OF SUPPLY**Machine Tools, Services and Spare Parts for International Business Transactions****I. General**

1. These Terms of Delivery apply to all deliveries and services. Individually agreed provisions shall take precedence over these Terms, provided they have been expressly agreed.

Deviating or supplementary terms and conditions of the purchaser shall not apply unless we have expressly agreed to their validity in text form. This shall also apply if we carry out a delivery without reservation in knowledge of such terms, or fail to expressly reject them.

2. Our offers are generally subject to change and non-binding, unless expressly designated as binding. Unless otherwise agreed, a contract shall only come into existence upon our order confirmation in text form.

All proprietary and other protective rights in all documents and information provided by us, in particular samples, cost estimates, drawings and comparable information — irrespective of the medium or electronic form in which they are embodied — shall remain with us. Disclosure to third parties requires our prior consent.

3. Information and documents of the purchaser that are marked as confidential shall only be disclosed by us to third parties with the purchaser's consent, unless there is a statutory obligation to disclose.
4. The text-form requirement is also satisfied by an electronic signature, e.g. via "DocuSign".
5. If the order relates to dual-use goods, or to goods, software or technology otherwise subject to export control or sanctions law (including under EU, German, US or other applicable export control and sanctions regimes), performance of the contract shall be subject to the condition precedent that all required export, re-export and import licenses and authorizations are granted. The purchaser undertakes to provide, upon request, all information and end-use/end-user statements reasonably required for us to comply with applicable export control and sanctions laws, and not to resell, export or re-export the delivery item in violation of such laws.

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

II. Price and Payment

1. Unless otherwise agreed, our prices are ex works (EXW Incoterms® 2020). They are net prices plus statutory VAT, where applicable. Prices refer to the scope of delivery/services described in the order confirmation. Additional costs, in particular for packaging, transport, shipment, customs clearance, duties, or other cross-border charges, shall be borne by the purchaser.
2. Unless otherwise agreed, the purchase price shall be paid without any deduction by bank transfer to the supplier's account stated on the invoice, as follows:
 - 30% down payment immediately upon receipt of the order confirmation,
 - 60% upon notification of readiness for shipment,

- 10% 14 days after delivery, installation and commissioning.
- 3. The purchaser shall only be entitled to rights of retention to the extent that its counterclaims are undisputed or have been finally and non-appealably established.
- 4. The purchaser's right to set off counterclaims arising from other legal relationships shall only apply to the extent that such counterclaims are undisputed or have been finally and non-appealably established.
- 5. In the event of default in payment, we shall be entitled to charge default interest at a rate of 9 percentage points above the applicable base rate pursuant to Section 247 of the German Civil Code (BGB), as well as a lump-sum default fee of EUR 120,00. The assertion of further damages remains reserved.
- 6. If, after conclusion of the contract, circumstances become known that call into question the purchaser's ability to pay, we shall be entitled to render further performance only against advance payment or the provision of security.

If a duty of advance performance has been contractually agreed, we may refuse performance or withdraw from the contract if our claim is at risk and the purchaser lets a reasonable period set for the provision of security or advance payment pass without effect.

III. Delivery Time and Delay in Delivery

1. The delivery time shall be agreed individually between the parties and shall result from the order confirmation. Compliance therewith by the supplier presupposes that all commercial and technical questions between the parties have been clarified and that the purchaser has fulfilled all obligations incumbent upon it, such as the provision of required official certificates, permits or licenses (including import/export licenses) or the making of a down payment. If this is not the case, the delivery time shall be extended appropriately. This shall not apply where the supplier is responsible for the delay.
2. Timely delivery is subject to correct and timely self-supply. We shall notify the purchaser without delay of any foreseeable delays. If performance is unavailable for reasons for which we are not responsible, we shall inform the purchaser without delay and specify a new delivery date. If this new date cannot be met either, we shall be entitled to withdraw from the contract; consideration already rendered shall be reimbursed.
3. The delivery period shall be deemed to have been met if the delivery item has left the plant or readiness for shipment has been notified by such date. Where acceptance is to take place, the date of acceptance shall be decisive.
4. Delays for which the purchaser is responsible shall entitle us to charge the additional costs resulting therefrom.
5. In the event of force majeure or comparable events, the delivery period shall be extended appropriately. The purchaser shall be informed accordingly. Events of force majeure include, for example, natural events, war, sanctions, epidemics, operational disruptions, energy shortages, cyberattacks, export or import restrictions and similar events.

If such an event lasts longer than six months, either party may terminate the contract. Payments already made shall be settled taking into account costs incurred.

6. The purchaser may withdraw from the contract without setting a deadline if the entire performance becomes permanently impossible for the supplier before the transfer of risk. The purchaser may further withdraw from the contract if, in the case of an order, the performance of part of the delivery becomes impossible and the purchaser has a legitimate interest in rejecting the partial delivery. If this is not the case,

the purchaser shall pay the contract price attributable to the partial delivery. The same shall apply in the event of the supplier's inability to perform.

7. If impossibility or inability to perform occurs during the purchaser's default in acceptance, or if the purchaser is solely or predominantly responsible for these circumstances, the purchaser shall remain obliged to render consideration.
8. If the supplier is in default and the purchaser incurs damage as a result, the purchaser shall be entitled to claim lump-sum compensation for delay. This shall amount to 0.2% for each full week of delay, but not more than 5% in total, of the value of that part of the entire delivery that cannot be used in due time or as contractually intended as a result of the delay.

If the purchaser, having regard to the statutory exceptions, sets the supplier a reasonable period for performance after the due date and this period is not met, the purchaser shall be entitled to withdraw from the contract within the framework of the statutory provisions. The purchaser undertakes, upon the supplier's request, to declare within a reasonable period whether it will exercise its right of withdrawal. Further claims arising from delay in delivery shall be governed exclusively by these Terms.

The occurrence of default in delivery shall be determined in accordance with the statutory provisions. In any event, however, a reminder (Mahnung) by the purchaser shall be required.

9. Delays resulting from sub-suppliers specified by the purchaser shall be borne exclusively by the purchaser.

IV. Transfer of Risk and Acceptance

1. Risk shall pass to the purchaser upon the delivery item leaving the supplying plant. This shall also apply in the case of partial deliveries or ancillary services rendered. Where acceptance is to take place, this shall be decisive for the transfer of risk. It must be carried out without delay at the agreed acceptance date, or otherwise promptly after the supplier's notification of readiness for acceptance. The purchaser may not refuse acceptance on account of an immaterial defect.
2. If shipment or acceptance is delayed or omitted due to circumstances not attributable to the supplier, risk shall pass to the purchaser as of the day of notification of readiness for shipment or acceptance. The supplier undertakes to take out, at the purchaser's expense, such insurance as the purchaser requests.
3. Partial deliveries are permissible insofar as reasonable for the purchaser. Each delivery shall be deemed an independent transaction.
4. Insurance of the consignment against transport damage and other risks shall only be taken out at the purchaser's express request and at the purchaser's expense.
5. If the purchaser is in default of acceptance, fails to perform an act of cooperation, or if delivery is delayed for other reasons for which the purchaser is responsible, the supplier shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs).

V. Retention of Title

1. The delivered goods shall remain our property until full payment of all claims arising from the contractual relationship.
2. The supplier shall be entitled to insure the delivery item, at the purchaser's expense, against theft, breakage, fire, water and other damage, unless the purchaser has demonstrably taken out such insurance itself.
3. Goods subject to retention of title may not be pledged to third parties or assigned as security prior to full payment of the secured claims. The purchaser must notify us without delay in writing if an application for

the opening of insolvency proceedings is filed, or if third parties assert access (e.g. attachment) to goods owned by us. Where the law applicable at the location of the goods does not automatically recognize our retention of title as an effective security right, the purchaser shall, at our request and expense, cooperate in taking such further steps (e.g. registration or filing) as may be required under local law to perfect or preserve our title.

4. In the event of conduct by the purchaser in breach of contract, in particular default in payment, the supplier shall be entitled, after a reminder, to demand the return of the delivery item. A demand for return does not simultaneously constitute a declaration of withdrawal; rather, we are entitled merely to demand the return of the goods while reserving the right to withdraw. If the purchaser does not pay the purchase price when due, we may only assert these rights if we have first unsuccessfully set the purchaser a reasonable period for payment or if such a deadline is dispensable under statutory provisions.

VI. Claims for Defects

For material defects and defects of title, the following provisions shall apply, subject to Section VII:

Material Defects

1. The quality and intended use of the delivery item shall be determined primarily by the agreements reached between the parties. Insofar as no deviating agreements exist, the performance shall correspond to the state of the art at the time of conclusion of the contract, as well as the relevant statutory provisions and recognized industry standards.

Insofar as a particular quality has been agreed, statutory objective requirements for the goods shall take a subordinate role.

2. Defective parts shall, at our option, be repaired or replaced, provided the cause of the defect already existed at the time of the transfer of risk. Defects must be notified without delay in text form. Replaced parts shall become our property.
3. We shall be entitled to make subsequent performance conditional upon payment of the purchase price due. The purchaser shall, however, be permitted to retain a reasonable part of the purchase price proportionate to the defect.
4. The purchaser must give us the time and opportunity required to carry out subsequent performance. If this is not done, our liability for the resulting consequences shall lapse.

In urgent cases, in particular to avert significant damage or to ensure operational safety, the purchaser may, after informing the supplier in advance, remedy the defect itself and demand reimbursement of the necessary expenses.

5. In the case of justified notices of defects, we shall bear the expenses necessary for the purpose of subsequent performance, provided these are not disproportionate. In the case of newly manufactured items, this shall also include statutory rights of recourse within the supply chain.
6. The purchaser shall, within the framework of the statutory provisions, have a right to withdraw from the contract if the supplier, having regard to the statutory exceptions, lets a reasonable period set for it for repair or replacement delivery on account of a material defect pass without result. If only an immaterial defect exists, the purchaser shall only be entitled to a reduction of the contract price. The right to reduce the contract price shall otherwise remain excluded.
7. Further claims shall be governed exclusively by Section VII of these Terms.

8. Liability shall not exist, in particular, for damage resulting from unsuitable use, improper installation by the purchaser or third parties, natural wear and tear, improper handling, inadequate maintenance, unsuitable operating materials, or other external influences outside our area of responsibility.
9. In the event of improper repair or unauthorized modifications by the purchaser or third parties, our liability for the resulting consequences shall lapse.

Defects of Title

1. If the contractual use of the delivery item, in the country of destination specified in the order or otherwise agreed as the intended country of use, infringes third-party intellectual property rights, we shall, at our option, either procure a right of use or modify the delivery item such that the infringement no longer exists, provided this is economically reasonable. If this is not possible, the purchaser shall be entitled to withdraw from the contract. We shall be entitled to withdraw from the contract under the same conditions.

Undisputed or finally and non-appealably established claims of third parties shall be borne by us within the framework of the statutory provisions.

2. The supplier's obligations set out in Section VI are, subject to Section VII, conclusive in the event of an infringement of an intellectual property or copyright.

They shall only exist if:

- the purchaser notifies the supplier without delay of any intellectual property or copyright infringement claims asserted;
- the purchaser supports the supplier to a reasonable extent in defending against the claims asserted;
- the supplier is enabled to carry out modification measures pursuant to Section VI;
- all means of defense, including out-of-court settlements, remain reserved to the supplier;
- the defect of title is not based on an instruction of the purchaser; and
- the infringement was not caused by the purchaser having modified the delivery item without authorization or used it in a manner not in accordance with the contract.

VII. Liability of the Supplier; Limitation of Liability

1. Where, pursuant to statutory provisions — irrespective of the legal basis — we are liable under these Terms for damage caused by slight negligence, our liability shall be limited. Liability shall exist only in the event of a breach of material contractual obligations, i.e. such obligations whose fulfillment is essential to the proper performance of the contract in the first place and on whose observance the purchaser regularly relies and may rely. Liability shall be limited to the typical, foreseeable damage at the time of conclusion of the contract.
2. Our statutory liability for damages in the event of fraudulent concealment of a defect, in the case of intent and gross negligence, in the case of the assumption of a guarantee or a procurement risk, in the case of injury to life, body or health, and under the Product Liability Act, shall remain unaffected.
3. The limitations of liability arising from paragraph 1 above shall also apply in favor of third parties and in the event of breaches of duty by persons whose fault we are responsible for under statutory provisions. The personal liability of our legal representatives, vicarious agents and employees for damage caused by them through slight negligence is excluded.
4. On account of a breach of duty that does not consist of a defect, the purchaser may only withdraw or terminate the contract if we are responsible for the breach of duty. A free right of termination of the

purchaser (in particular pursuant to Sections 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.

5. For damage that has not occurred to the delivery item itself, the supplier shall be liable — on whatever legal grounds — only:
- in the event of intent,
 - in the event of gross negligence on the part of the owner/the management bodies or executive employees,
 - in the event of culpable injury to life, body or health,
 - in the event of defects that it has fraudulently concealed,
 - within the scope of a guarantee assumed,
 - in the event of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or damage to items used privately.
 - Further claims are excluded.

VIII. Limitation Period

All claims of the purchaser — on whatever legal grounds — shall become time-barred within 12 months of delivery. Insofar as acceptance has been agreed, the limitation period shall begin upon acceptance; this shall also apply to the limitation of rights of recourse within the supply chain pursuant to Section 445b(1) of the German Civil Code (BGB), provided the last contract in this supply chain is not a consumer goods purchase. The suspension of expiry under Section 445b(2) BGB shall remain unaffected; it shall end at the latest five years after the time at which the supplier delivered the item to the seller.

In the event of intentional or fraudulent conduct, as well as claims under the Product Liability Act, the statutory limitation periods shall apply. The same shall apply to structures, or to items that have been incorporated into a structure in accordance with their intended use.

IX. Use of Software

Insofar as software is included in the scope of delivery, the purchaser shall be granted a non-exclusive, non-transferable right of use. This right is limited to use in connection with the intended delivery item. Use of the software on more than one system is prohibited. The purchaser may reproduce, revise, translate, or convert the software from object code into source code only to the extent permitted by law (Sections 69a et seq. of the German Copyright Act (UrhG)). Copyright notices and other markings may not be removed or altered. All further-reaching rights remain with the supplier or the respective rights holder. The granting of sub-licenses is excluded.

All other rights to the software and the documentation, including copies, remain with us or the software supplier. The granting of sub-licenses is not permitted.

Software shall be provided exclusively in machine-readable form (object code). The source code is not part of the contract and will not be delivered by us.

We assume no obligation to provide software services beyond the warranty, such as maintenance, hotline support, or updates, unless separately commissioned.

X. Applicable Law, Arbitration, Export Control

1. All legal relationships shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. All disputes arising out of or in connection with the contractual relationship, including disputes regarding its validity, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC Rules) by one or more arbitrators appointed in accordance with the ICC Rules. The seat of arbitration shall be Stuttgart, Germany. The language of the arbitration shall be English. The number of arbitrators shall be one, unless the ICC Court determines that the dispute warrants a panel of three in light of the amount in dispute or the circumstances of the case.

Notwithstanding the foregoing, the supplier shall be entitled to pursue undisputed or uncontested payment claims before the ordinary courts having jurisdiction over the purchaser's principal place of business, and either party may apply to any competent court for interim or conservatory measures without this being deemed a waiver of the arbitration agreement.

3. The purchaser shall comply with all applicable export control and sanctions laws and regulations, including those of the European Union, Germany, the United States and the country of destination, in connection with the delivery item. The purchaser shall not, directly or indirectly, export, re-export, sell, or otherwise transfer the delivery item to any country, entity, or person in violation of such laws and regulations, and shall provide all information reasonably required by the supplier to verify compliance.