

General Terms and Conditions (GTC)

Effective date: August 28, 2025



1 Scope of application and formal requirements

1.1 The following General Terms and Conditions (hereinafter also referred to as *GTC*) of the company Gräbener Maschinentechnik GmbH & Co. KG (Am Heller 1 | 57250 Netphen-Werthenbach – hereinafter also referred to as *Graebener* –) apply to all deliveries and services provided by Graebener to companies pursuant to § 14 BGB (Civil Code), legal entities under public law or special funds under public law (hereinafter also referred to as *Customer*).

1.2 The GTC as amended shall also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed again.

1.3 These GTC apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Customer shall only become part of the contract if and insofar as Graebener has explicitly agreed to their validity. This shall also apply if Graebener performs the service to the Customer without reservation in the knowledge of the Customer's General Terms and Conditions. In particular, any silence with regard to such deviating terms and conditions shall not be deemed to constitute acknowledgement or consent, even in the case of future contracts.

1.4 If individual agreements have been concluded, these shall always take precedence. They are supplemented by these GTC unless special provisions are made.

1.5 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or explicitly excluded in these GTC.

1.6 Declarations and notifications of the Customer to Graebener, e.g. the setting of deadlines, the notification of defects, the declaration of withdrawal or reduction, shall only be effective if the written form or text form (e.g. e-mail or fax) is complied with. Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.

2 Offer and conclusion of contract; subcontractors

2.1 Indicative price offers are always non-binding and serve exclusively as a preliminary indication of services and conditions.

2.2 Offers from Graebener are always non-binding unless they are explicitly indicated as binding. The placing of an order by the Customer shall be deemed to be a binding contractual offer. Unless otherwise stated in the order placement, Graebener shall be entitled to accept this contractual offer within four weeks after receipt. In the absence of a special agreement, a contract is concluded through the order confirmation by Graebener. The Customer agrees that this order confirmation shall be binding for the content of the contract if the Customer does not object within 14 days of receipt of the order confirmation.

2.3 The documents that are part of the offer, such as illustrations, descriptions and drawings, dimensions and weights, are only approximate unless they are explicitly designated as binding.

2.4 Graebener retains all rights, in particular copyrights and design rights, and ownership of the contents of offers, drawings, samples and other documents of a physical and non-physical nature – also in electronic form. The Customer is obliged not to allow access to the content carriers stated in clause 2.3, unless Graebener gives their explicit consent. The content carriers shall be returned to Graebener upon request if an order based on them is not placed with Graebener.

2.5 Graebener is entitled to use subcontractors at their own expense without prior agreement with the Customer. However, the use of a subcontractor does not release Graebener from their contractual obligations.

3 Prices and payment terms; right of retention

3.1 Unless otherwise agreed, prices are Ex Works/EXW (Incoterms® 2020) and do not include packaging, freight, postage and value protection. Value added tax at the applicable statutory rate is added to the prices.

3.2 The remuneration is due and payable within 14 days of invoicing.

3.3 Graebener may, at any time and even during an ongoing business relationship, perform services only against advance payment. Graebener will make this clear in the order confirmation.

3.4 The Customer shall be in default upon expiry of the payment deadline. Graebener's claims shall accrue interest at the applicable statutory default interest rate during the period of default. Graebener reserves the right to assert further claims for damages caused by a delay.

3.5 The Customer shall only be entitled to withhold payments or offset them against counterclaims to the extent that their counterclaims are undisputed or have been legally established or are ripe for adjudication.

3.6 In accordance with the statutory provisions, Graebener shall be entitled to refuse performance and possibly to withdraw from the contract if it becomes apparent after its conclusion that the claim to the purchase price is endangered due to the Customer's inability to pay. In this case, Graebener can declare their withdrawal immediately if an unacceptable item is to be produced. The provisions on the dispensability of setting a deadline remain unaffected.

4 Delivery period and delivery delay/refusal of acceptance/acceptance

4.1 The delivery time is agreed individually or stated by Graebener on the order confirmation. The delivery period shall commence on the date of the order confirmation, but not before all necessary technical questions and documents have been agreed and clarified. If the Customer has requested amendments after placing the order, a new reasonable delivery and/or performance period shall commence with the amendment by Graebener.

4.2 The Customer agrees to bear all costs in connection with the unloading of the delivered goods. This includes, but is not limited to, any fees, labor costs, equipment costs and other expenses incurred in connection with the unloading of the goods.

4.3 The observance of delivery dates by Graebener requires that the Customer has fulfilled all their obligations, such as providing documents, approvals, releases, and making a down payment. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if Graebener is responsible for the delay.

4.4 Compliance with delivery times is subject to correct and timely self-delivery. Graebener will report any delays as soon as possible.

4.5 The delivery deadline is met if the delivery item leaves Graebener's factory or notification of readiness for shipment is given by the time the deadline expires. If acceptance is required, the acceptance date shall be decisive, except in cases of justified refusal of acceptance or notification of readiness for acceptance.

4.6 If dispatch or acceptance of the delivery item is delayed for reasons for which the Customer is responsible, the Customer will be charged the costs incurred as a result of the delay, in particular for storage, starting one month after notification of readiness for dispatch/acceptance. Graebener shall be entitled to dispose of the delivery item otherwise after the setting and fruitless expiry of a reasonable deadline and to supply the Customer within a reasonably extended deadline. Further claims, in particular rights pursuant to §§ 293 et seqq. (304) of the German Civil Code (BGB) shall be retained by Graebener, taking into account the Customer's performance. The same applies to the Customer's rights under §§ 280 et seqq. of the German Civil Code (BGB) and for the claim for performance.

4.7 The Customer may withdraw from the contract without notice if Graebener is finally unable to provide the entire service before the transfer of risk. The Customer may also withdraw from the contract if the execution of part of the delivery becomes impossible and the Customer has a legitimate interest in refusing a partial delivery. If this is not the case, the Customer shall pay the remuneration attributable to the partial delivery. The same applies in case of incapacity on the part of Graebener. If the impossibility or incapacity occurs during the delay in acceptance or if the Customer is responsible for these circumstances, they shall remain obliged to provide performance.

4.8 If the Customer refuses to accept or take delivery of the subject matter of the contract, the delivery or service without justification, Graebener may grant them a reasonable period of time for acceptance or taking delivery.

If the Customer has not accepted or taken delivery of the object of the contract within the period set, Graebener shall be entitled to withdraw from the contract or to claim damages for non-performance without prejudice to the right to fulfillment of the contract.

4.9 If Graebener is in default of delivery, the Customer must set a reasonable grace period for performance. If this period expires without result, claims for damages for breach of duty - for whatever reason - shall only apply within the scope of the liability regulations provided for in these GTC.

4.10 If events of force majeure of not insignificant duration (i.e. with a duration of longer than 14 calendar days) occur, Graebener shall inform the Customer in writing or in text form in good time. In this case, Graebener shall be entitled to postpone the delivery for the duration of the hindrance, provided that Graebener has fulfilled their duty to inform. Force majeure includes strikes, lockouts, political conflicts, official interventions, shortages of energy and raw material, transport bottlenecks, and other obstacles through no fault of Graebener, operational hindrances through no fault of Graebener - e.g. due to fire, water or machine damage - and all other hindrances that are not attributable to Graebener from an objective point of view.

4.11 The existence and spread of pandemics or epidemics may affect Graebener's ability to perform within the scope of an order. In the event of delivery interruptions or other consequences due to a pandemic or epidemic, the parties shall discuss in good faith any necessary amendments to this order.

5 Delivery, transfer of risk, acceptance

5.1 Delivery is always ex works or ex warehouse, which is also the place of performance for the delivery and any subsequent performance.

5.2 If the shipment of the goods is owed by Graebener, Graebener shall be entitled to determine the type of shipment (in particular transportation company, shipping route, packaging).

5.3 At the Customer's request, Graebener shall insure the shipment against transportation damage and, at the Customer's request, also against other insurable risks at the Customer's expense. Graebener is entitled to select the insurer themselves.

5.4 The risk shall pass to the Customer when the delivery item has left the factory/warehouse, even if partial deliveries are made or Graebener has assumed other services, e.g. shipping costs or delivery and installation.

5.5 If shipment is delayed or does not take place due to circumstances for which Graebener is not responsible, the risk shall pass to the Customer on the day of notification of readiness for shipment. Graebener undertakes to take out the insurance policies requested by the Customer at the Customer's expense.

5.6 Partial deliveries are permissible insofar as they are reasonable for the Customer.

5.7 The Customer may not refuse acceptance in the event of a minor defect.

6 Warranty

6.1 Unless specified otherwise below, the statutory provisions apply to the customer's rights in the event of material defects or defects of title. Acknowledgment of breaches of duty in the form of material defects must be made in writing or text form.

6.2 In principle, only the specific product description on which the contract is based shall be deemed agreed as the expected quality of the goods. Public statements, promotions or advertising by the manufacturer or third parties do not constitute a contractual description of the quality of the goods.

6.3 Graebener shall not be liable for defects that the Customer is aware of or is grossly negligent in not being aware of when the contract is concluded. A further requirement for the assertion of warranty claims is that the Customer has fulfilled their obligations in accordance with § 377 of the German Commercial Code (HGB). If a defect becomes apparent upon delivery, inspection, or at any time thereafter, Graebener must be notified in writing immediately. For hidden material defects, the notification must be made immediately after discovery. In no case should the notification be made later than 12 days after collection or delivery. Failure to give notice of defects in due time shall exclude any claim by the Customer for breach of duty due to material defects.

6.4 No warranty is assumed in the following cases:

6.4.1 Inappropriate or improper use, harmful ambient conditions, incorrect assembly or commissioning by the Customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences, unless they are attributable to Graebener's fault.

6.4.2 improper rectification of the object of the contract by the Customer or by a third party commissioned by the Customer.

6.5 Under no circumstances shall the Customer receive a guarantee from Graebener in the legal sense. Any third-party guarantees remain unaffected.

6.6 With regard to the marketability and the actual and legal operational readiness, Graebener warrants the use of the deliveries and services in the territory of the Federal Republic of Germany, unless the deliveries and services of Graebener are explicitly provided for in or for another country by contract. In this respect, it is the sole responsibility of the Customer to ensure that the import regulations, embargo regulations, approval regulations and all regulations that must be observed for the use and operation of the deliveries are complied with in the event of intended onward delivery or use in countries outside the Federal Republic of Germany. This also applies to compliance with country-specific operating requirements.

6.7 Graebener shall initially warrant for defects of the goods at their own discretion by repair or replacement. Replaced parts become the property of Graebener.

6.8 After consultation with Graebener, the Customer shall grant Graebener the necessary time and opportunity to carry out all repairs and replacement deliveries that Graebener deems necessary. Only in urgent cases, e.g. danger to operational safety, about which Graebener must be informed immediately, shall the Customer have the right to remedy the defect themselves or through third parties and to demand compensation from Graebener for the necessary expenses if Graebener themselves is not in a position to remedy this defect immediately. If Graebener is held liable by the Customer by way of recourse after the Customer themselves has been held liable by their Customer for the defects, § 445a of the German Civil Code (BGB) shall apply to the enforcement of rights.

6.9 If the complaint is justified, Graebener shall bear the costs of the replacement part or the repair of the defective component and the costs for installation and removal as well as for transportation and disposal. A claim with regard to the removal and installation services pursuant to § 439 para. 3 sentence 1 of the German Civil Code (BGB) is excluded against Graebener, however, if the Customer has either installed the defective item themselves or had it installed by a third party with knowledge of the defect. The same applies if the Customer remained unaware of the defect before or during installation of the item due to gross negligence. In this case, the Customer may only assert claims if and insofar as Graebener has fraudulently concealed the defect or has expressly assumed a guarantee for the quality of the item affected by the defect. In any case, Graebener shall have the right to choose whether to carry out the removal and installation and disposal themselves or to reimburse the reasonable expenses instead, unless the Customer can assert an overriding interest worthy of protection in either carrying out the installation and removal itself or having it carried out by a contractor appointed by them. When assessing whether the expenses - in particular for transportation - are reasonable, the contractually agreed or foreseeable place of performance must be taken into account. If the Customer unforeseeably installs the goods delivered by Graebener at a remote location, Graebener shall only reimburse the expenses that would have been incurred if the installation had taken place at the contractually agreed place of performance or at the foreseeable place of installation.

6.10 The Customer has the right to withdraw from the contract within the framework of the statutory provisions if Graebener

– taking into account the statutory exceptions – allows a reasonable deadline set for rectification or replacement delivery due to a defect to be missed twice without success. If the defect is only insignificant, the Customer shall only be entitled to a reduction in the contract price after a failed rectification.

6.11 If the Customer chooses to withdraw from the contract due to a legal or material defect after two unsuccessful attempts at subsequent performance, they shall not be entitled to any additional claims for damages due to the defect. If the Customer chooses compensation after two unsuccessful attempts at subsequent performance, the goods shall remain with them if this is reasonable. Compensation is then limited to the difference between the purchase price and the value of the defective item. This shall not apply if Graebener has maliciously caused the breach of contract.

6.12 Graebener shall not be liable for defects in used goods unless liability is mandatory by law.

6.13 Graebener is entitled to supply the Customer with spare parts of equivalent quality instead of original spare parts if the original parts are no longer available. This also applies in particular in the event that the production of contractual items is discontinued.

6.14 The Customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if Graebener is responsible for the breach of duty. A free right of termination by the Customer (in particular pursuant to §§ 650, 648 of the German Civil Code (BGB)) is excluded. In all other respects, the statutory requirements and legal consequences apply.

6.15 The warranty period is 1 year from delivery of the goods, with the exception of claims under the German Product Liability Act (ProdHaftG), to which the statutory provisions apply. If acceptance is provided for, the warranty period shall commence upon acceptance of the goods. If the Customer is in default of acceptance, the warranty period shall commence at the time Graebener has offered the goods to the Customer for acceptance. However, with the replacement delivery, the warranty period shall only commence for the replacement part delivery and not for the other components delivered free of defects. All warranty claims shall expire at the latest 18 months after notification of readiness for dispatch, unless Graebener is responsible for the delay in delivery or acceptance.

6.16 In the case of warranty claims for defects, which the Customer can assert by way of recourse in accordance with § 445a of the German Civil Code (BGB) against Graebener, the statute of limitations pursuant to § 445b of the German Civil Code (BGB) applies without restriction.

7 Liability

Any liability for compensation for indirect damages and consequential damages, such as loss of profit or loss of production, is excluded, unless they are due to intent or gross negligence. The exclusion of liability according to the previous sentence does not apply if liability is mandatory by law.

8 Retention of title

8.1 All deliveries and services are subject to retention of title. Delivered goods shall remain the property of Graebener until the purchase price has been paid in full.

8.2 If goods are processed or utilized by the Customer, the processing/utilization shall be carried out for Graebener, which shall thus be deemed the manufacturer as defined by § 950 of the German Civil Code (BGB) and shall acquire ownership of the intermediate or end product. In the event of processing with other goods not belonging to the Customer, Graebener shall acquire co-ownership of the new item in the ratio of the value of the goods delivered by Graebener to the value of the third-party goods at the time of processing.

8.3 The Customer is entitled to resell delivered goods and to sublicense them within the scope of the agreement made, revocably at any time, in the ordinary course of business. By way of security, the Customer hereby assigns to Graebener all claims in connection with the resale and the business relationship with their Customers including ancillary rights in the amount of the value of the goods delivered in each case. Graebener shall be authorized to notify the Customer's purchasers of the assignment of claims at any time. The Customer shall inform Graebener immediately of the names and addresses of the recipients upon request.

8.4 The Customer shall be obliged to insure the delivery item against theft, breakage, fire, water and other insurable damage at their own expense from the transfer of risk as long as Graebener retains ownership of the delivery item. The Customer shall submit proof of insurance to Graebener upon request.

8.5 The Customer may neither pledge the delivery item nor assign it as security. In the event of seizure, confiscation or other dispositions by third parties, the Customer must inform Graebener immediately. If Graebener suffers damage (e.g. due to loss of rights) due to failure to notify or late notification, the Customer shall be liable to pay compensation.

8.6 In the event of breach of contract by the Customer, in particular in the event of a payment default, Graebener shall be entitled to take back the goods after issuing a reminder and the Customer shall be obliged to surrender them.

9 Industrial property rights, copyrights

9.1 Graebener is and remains the legal owner of their intellectual property rights. Nothing in the offer or in the execution of the order shall be construed as transferring the ownership or the right to use an intellectual property right from Graebener to a third party or the Customer. Irrespective of this, the purchase of the delivery item grants the Customer material ownership of the delivery item and enables the Customer to use it.

9.2 Graebener retains the title and copyright to drawings, data, documents and other technical documentation. Irrespective of this, the Customer is granted a simple, non-transferable right to use the software for a limited period of time to operate the delivery item. The software may not be edited, modified, reproduced or distributed by the Customer. The Customer may create backup copies of the software in accordance with the rules of technology to the extent necessary. Backup copies on movable data carriers must be labelled as such. The reproduction and any other use of such items is only permitted within the scope of operational requirements for the contractually agreed purposes and within the scope of the provisions of patent, trademark, design, copyright and competition law. Unless an order based on them is placed with Graebener, all these items must be returned to Graebener upon request, unless an order based on them is placed with Graebener.

10 Conflict with third-party rights

10.1 If Graebener or the Customer is held liable by a third party for an alleged infringement of property rights in connection with the services provided by the other party (responsible party), the responsible party shall be obliged to indemnify the party held liable against these claims and shall bear all costs incurred by the party held liable in this connection. The indemnification obligation relates to all costs, expenses and damages to a reasonable extent that a party incurs from or in connection with the claim by a third party.

10.2 The party against whom a claim is made is not entitled to enter into agreements with the third party – without the consent of the responsible party – to settle the legal dispute, in particular to conclude a settlement. This does not apply if the responsible party refuses to comply with the request for indemnification against third-party rights.

10.3 The parties shall notify each other immediately in writing if claims are asserted against them for infringement of third-party rights.

11 Secrecy

Unless a separate confidentiality agreement has been concluded between the parties, the following conditions shall apply:

11.1 Confidential information as defined by these GTC is all information that is made available, made accessible or newly obtained within the scope of the cooperation or that comes to our knowledge in any other way. These include, in particular, trade secrets, patents, products and services, manufacturing processes, technical documents, know-how, inventions, business relationships and digitally embodied information (data). Information can be provided in written, verbal or other form. Regardless of labeling or documentation,

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however, information is also confidential if this is obvious to the receiving party. The parties agree that this also includes information that is not legally protectable and/or does not meet the requirements of a trade secret as defined by the Trade Secrets Act.

11.2 The Customer is obliged

11.2.1 to treat the confidential information with strict secrecy and not to disclose it to third parties;

11.2.2 to disclose the confidential information only to board members, employees and consultants involved in the project (need-to-know principle) and to instruct them about the associated obligations;

11.2.3 to take at least the same measures with regard to the confidential information as for the protection of their own confidential information, but in any case no less than reasonable measures to prevent the disclosure of confidential information and to protect Graebener's interest in its confidentiality;

11.2.4 maintain and use appropriate and up-to-date electronic security measures to protect confidential information; and

11.2.5 to use the confidential information only for the purpose of evaluating the project and implementing the contractual cooperation;

11.2.6 to inform Graebener immediately in writing if they become aware that confidential information has been disclosed to unauthorized persons in any way or if there is a risk that this will happen.

11.3 The obligation of confidentiality does not apply if

11.3.1 the relevant confidential information is publicly known at the time it is made available for a reason other than a breach of the obligations set out in clause 11.2 or was already in the Customer's lawful possession before it was made available;

11.3.2 the relevant confidential information becomes available to the Customer through another source, provided that the Customer has no reason to believe that such source is itself prevented from disclosing the confidential information by a legal or contractual obligation;

11.3.3 Graebener has permitted the Customer to disclose certain confidential information to a third party by prior written consent;

11.3.4 the Customer is obliged to disclose confidential information by order of a competent court, a competent authority or a mandatory provision of stock exchange law.

11.3.5 Furthermore, Clause 5 of the German Trade Secrets Act (GeschGehG) remains unaffected.

11.4 The Customer is not permitted to commercially exploit the confidential information itself in any way outside the cooperation or to have it exploited by third parties. In particular, the confidential information must not be copied or retranslated, whether by artificial intelligence or other methods, for example by reverse engineering.

11.5 After termination of the contractual cooperation, the *confidential information* embodied in documents or files, including all copies, must be returned or deleted by the Customer completely and immediately upon Graebener's request.

12 Place of performance and jurisdiction

12.1 The place of performance is Netphen (Germany).

12.2 These GTC and all disputes arising out of or in connection with them shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of private international law. The exclusive place of jurisdiction for all disputes arising from or in connection with this agreement is Siegen (Germany). Mandatory exclusive jurisdictions remain unaffected by this.

13 Severability clause

13.1 Should one or more clauses of these contractual conditions be or become invalid, the legal validity of the remaining clauses shall not be affected.

13.2 The invalid clause shall be replaced by the statutory provisions. The same applies in the event of an unintentional loophole.