

General Terms and Conditions for Deliveries and Services

of Althen GmbH Mess- und Sensortechnik with registered office in 65779 Kelkheim, as of 01.09.2024.

1. SCOPE OF APPLICATION

- 1.1 Unless expressly agreed otherwise, the following Terms and Conditions ("Terms") shall apply to business transactions with companies. In the context of an ongoing business relationship, the Terms and Conditions shall also apply without express individual reference by the user ("Supplier").
- 1.2 The Supplier hereby expressly objects to all terms and conditions of the contractual partner ("Purchaser"). Other terms and conditions, in particular the Purchaser's terms and conditions of purchase, shall only be valid if they have been expressly accepted by the Supplier in writing.
- 1.3 Agreements and legally relevant declarations of the parties must be made in writing to be valid. Electronic communication channels that enable proof by text (e.g. e-mail) are equivalent to the written form.

2. OFFERS, DOCUMENTS AND INDUSTRIAL PROPERTY RIGHTS

- 2.1 Unless expressly designated as binding, the Supplier's offers contained in sales documents, catalogs or on the Internet are always subject to change and are only to be understood as an invitation to submit an offer.
- 2.2 Unless expressly declared binding in the Supplier's offer documents, all technical data, material specifications, etc. shall be approximate values customary in the industry. If the Supplier makes changes to the production method or product which have no influence on compliance with the approximate values customary in the industry, the Supplier shall only inform the Purchaser if a quality guarantee is affected.
- 2.3 All documents made available to the Purchaser by the Supplier shall remain the property of the Supplier; they may not be made accessible to third parties without the prior written consent of the Supplier and, if the order is not placed with the Supplier, must be returned to the Supplier immediately upon request in full, including any copies made.
- 2.4 Product information contained in catalogs, brochures and other written documents or on the Internet must be checked by the Purchaser for suitability for the planned application before acceptance and use. This also applies to the selection of suitable materials. The Purchaser must inform himself about the possible uses of the product.
- 2.5 The Supplier is not obliged to check the Purchaser's specifications and/or requirements for correctness and/or legal conformity (in particular infringements of industrial property rights); this is the sole responsibility of the Purchaser.
- 2.6 The Purchaser shall indemnify the Supplier against any claims by third parties arising from infringements of industrial property rights resulting from the fact that the Purchaser or a party commissioned by the Purchaser further processes the Supplier's products, drawings or samples or uses them in a manner that infringes industrial property rights. If such further processing or use of the products, drawings or samples

leads to a legal dispute due to alleged or actual infringements of property rights, the Purchaser shall reimburse the Supplier for all expenses incurred by the Supplier as a result of the legal dispute.

- 2.7 Insofar as the scope of delivery of a product includes software, the Purchaser shall be granted a non-exclusive right to use the software supplied, including its documentation. The Purchaser is entitled to transfer the license to third parties. He may not grant sublicenses. Duplication of the software is prohibited unless it is a backup copy.
- 2.8 All other rights to the software and the documentation, including the backup copy, shall remain with the Supplier or the software Supplier. The right to resell is not restricted.

3. ORDERS

- 3.1 Orders shall be deemed accepted if the Supplier has confirmed them in writing or has executed them immediately after receipt of the order.
- 3.2 Contracts relating to the supply of Products may be canceled, amended (including postponements) or supplemented by the Purchaser only with the written consent of the Supplier (which may be given or withheld by the Supplier in its absolute discretion). In the event of the Supplier's consent, the Purchaser shall bear in full the costs incurred by the Supplier as a result of the cancellation up to that point in time, but at least the material, labor and administrative costs incurred by the Supplier, including any taxes and duties, as well as all resulting losses (loss of profit), damages, costs, fees and expenses. These costs shall be invoiced in writing and are payable immediately.

4. DELIVERY TIME AND SCOPE

- 4.1 Delivery times begin with the conclusion of the contract and, if applicable, clarification of all technical and commercial details and end with shipment or notification of readiness for shipment.
- 4.2 Any changes requested by the Purchaser shall cause the delivery period to recommence on the date of the amended order confirmation or any other written confirmation from the Supplier.
- 4.3 Delivery dates are non-binding or approximate delivery times, which the Supplier shall endeavor to meet, but from which the Purchaser cannot derive any claims for compensation. Delivery times shall be extended in the event of force majeure and similar events for which the Supplier is not responsible or which could not have been foreseen, such as refusal of official approvals, operational disruptions, labor disputes, disruption of transport routes, delays in self-supply of vendor parts through no fault of the Supplier, etc., insofar as such obstacles can be proven to have a significant influence on the delivery.
- 4.4 Partial deliveries are permissible insofar as they are reasonable for the Purchaser.
- 4.5 Annual or call-off orders which provide for a specific quantity shall oblige the Purchaser to accept the total quantity within the agreed period.
- 4.6 Unless otherwise agreed and subject to the applicable mandatory statutory provisions, the Purchaser waives the physical delivery of all documents and operating instructions (collectively "Documentation") relating to the Supplier's products, deliveries and services and accepts that the Supplier may provide this

Documentation exclusively via electronic media, the Internet or another paperless channel. A physical delivery of the Documentation or a delivery in the national language of the Purchaser shall only be made upon written request of the Purchaser.

5. PLACE OF DELIVERY, TRANSFER OF RISK

- 5.1 Delivery without installation or assembly of the product shall be ex works or ex warehouse of the Supplier at the expense and risk of the Purchaser and on the basis of the INCOTERMS® as amended from time to time. The mode of shipment shall be chosen by the Supplier at its reasonable discretion, unless the Purchaser specifies otherwise. At the request and expense of the Purchaser, the Supplier shall insure the consignment against breakage, transportation and fire damage.
- 5.2 In the case of delivery without installation or assembly, the risk in respect of the product, even if carriage paid delivery has been agreed, shall pass to the Purchaser when the product is handed over to the Purchaser, the forwarding agent or carrier, but at the latest when it leaves the Supplier's factory or warehouse.
- 5.3 If, in the case of delivery without installation or assembly, the delivery is delayed at the request or through the fault of the Purchaser, the product shall be stored at the Purchaser's expense and risk. In this case, notification of readiness for delivery shall be equivalent to delivery. The risk shall pass to the Purchaser at the point in time at which the Purchaser is in default of acceptance.
- 5.4 In the case of delivery with installation or assembly of the product, the risk in respect of the product shall pass on the day of dispatch or readiness for dispatch, but at the latest on the day of acceptance or on the day on which the product is taken over by the Purchaser. Acceptance shall be deemed to have taken place if the Supplier has set the Purchaser a reasonable deadline for acceptance (generally 14 days) and the Purchaser has not refused acceptance within this deadline, stating at least one defect. Clause 5.3 shall apply accordingly.

6. PRICES

- 6.1 All prices are ex works plus freight/postage, packaging, insurance and VAT at the applicable statutory rate. Other costs and charges in connection with the conclusion or performance of a contract, such as export, transit, import and other permits, certifications, taxes, levies, fees and customs duties, as well as all administrative costs associated with such costs and charges, are also additional. Costs for commissioning, assembly, adjustment or similar services shall be invoiced separately. Services shall be invoiced separately.
- 6.2 The Supplier is entitled to increase the price of the product if there are more than 4 weeks between the conclusion of the contract and the agreed delivery date and the production costs for the product have increased between the conclusion of the contract and delivery due to circumstances for which the Supplier is not responsible, in particular due to an increase in the prices of supplied parts. If the Supplier increases the price in this case, the price increase may not exceed the increase in production costs. Upon request, the Supplier shall provide the Purchaser with evidence of the increase in production costs.

7. PAYMENT

- 7.1 Unless otherwise agreed, the agreed price shall be payable within 30 days of the due date and date of the invoice or equivalent request for payment without deduction and free of charges in Euros or the foreign currency agreed for the order in question. The risk and costs of the payment transaction shall be borne by the Purchaser. Checks or bills of exchange shall only be accepted with the express prior written consent of the Supplier and only on account of performance.
- 7.2 The Purchaser shall be in default upon expiry of the agreed payment period without a reminder. In the event of default, the Purchaser shall pay default interest at the usual rate at the Supplier's location.
- 7.3 The Purchaser shall only be entitled to withhold or offset payments against undisputed or legally established claims.
- 7.4 Costs for security deposits, letters of credit for foreign transactions or similar shall be borne by the Purchaser.

8. LIABILITY FOR MATERIAL DEFECTS

- 8.1 The Purchaser shall inspect the products for defects immediately upon receipt. Obvious defects must be reported to the Supplier in writing immediately after receipt, defects recognizable by initial inspection within 12 working days after receipt, hidden defects immediately after discovery.
- 8.2 If a defect is reported in good time, the Supplier shall remedy the defect within a timeframe appropriate to the technical complexity of the product - if necessary several times - and the Purchaser shall grant the Supplier the opportunity to do so. The Supplier shall be entitled to decide on the type of subsequent performance (subsequent delivery of a defect-free product or rectification of defects), taking into account the interests of the Purchaser.
- 8.3 If the subsequent performance fails, the Purchaser shall be entitled - without prejudice to any claims for damages - at his discretion to withdraw from the contract or to demand a reduction of the remuneration (abatement).
- 8.4 All claims arising from liability for material defects shall lapse as soon as the product has been processed or installed for defects that were discovered by the Purchaser before installation or processing or could have been discovered with reasonable effort. This shall not apply if the Supplier, its executive employees or its vicarious agents are guilty of intent, gross negligence or injury to life, limb or health, if there is liability for breach of a material contractual obligation within the meaning of Clause 9.1 or if liability is mandatory under the Product Liability Act.
- 8.5 The Supplier shall not assume any warranty for a specific service life of the products, in particular under difficult and previously unknown operating conditions. Claims for premature malfunction of the delivered product are excluded if they are based on difficult or previously unknown operating conditions.
- 8.6 For products that have been manufactured according to drawings or specifications of the Purchaser, the Supplier shall only assume liability for material defects in accordance with the specifications. The

mandatory liability under the Product Liability Act, for intent and gross negligence, injury to life, limb or health or for breach of a material contractual obligation shall remain unaffected.

- 8.7 Liability for material defects that do not or only insignificantly impair the value or usability is also excluded.
- 8.8 Claims for material defects shall expire 12 months after the transfer of risk. Sentence 1 shall not apply if compensation for damages due to a material defect is claimed due to intentional or grossly negligent breach of duty by the Supplier or a vicarious agent or due to injury to life, limb or health. Sentence 1 shall also not apply if § 438 para. 1 no. 2 or § 634a para. 1 no. 2 BGB prescribe longer periods.
- 8.9 Recourse claims pursuant to §§ 478, 479 BGB shall only exist if the claim by the consumer was justified and only to the statutory extent, but not for goodwill arrangements not agreed with the Supplier. They also presuppose that the party entitled to recourse has complied with its own obligations, in particular the obligation to give notice of defects.
- 8.10 Returns that are not based on a defect in the purchased item require express written agreement and confirmation by the Supplier. All costs of the return shall be borne by the Purchaser. In cases where the purchased item is taken back with a credit note, 25% of the purchase price shall be deducted as a restocking fee.

9. GENERAL LIMITATION OF LIABILITY

- 9.1 The Supplier shall be liable in accordance with the statutory provisions if the Purchaser asserts claims for damages based on intent or gross negligence on the part of the Supplier or its executive employees or vicarious agents. Furthermore, the Supplier shall be liable in accordance with the statutory provisions for the fulfillment of material contractual obligations. Material contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely. If the Supplier, its executive employees or its vicarious agents are not guilty of intent or gross negligence, the liability for damages shall be limited to the foreseeable damage typically arising in contracts of this type.
- 9.2 Liability for culpable injury to life, limb or health shall remain unaffected by Section 9.1. Liability under the Product Liability Act shall also remain unaffected by Section 9.1.
- 9.3 Claims for damages, for whatever legal reason, which go beyond the claims for damages regulated in Clauses 9.1 to 9.2, are excluded. This shall also apply if the Purchaser demands compensation for futile expenses instead of a claim for damages in lieu of performance.
- 9.4 If the Purchaser provides material for the manufacture of products ordered by him, this shall only be insured by the Supplier against theft. Liability for the destruction, loss or deterioration of this material shall only exist in the event of intent or gross negligence on the part of the Supplier.
- 9.5 The statutory provisions on the burden of proof shall remain unaffected.

10. RETENTION OF TITLE

- 10.1 The delivered product (hereinafter: reserved product) shall remain the property of the Supplier until full payment of all due claims which the Supplier has or acquires in the future from a business relationship with the Purchaser, including from contracts concluded at the same time or later.
- 10.2 If the product subject to retention of title is processed by the Purchaser into a new movable item, the processing shall be carried out for the Supplier without the Supplier becoming obligated as a result. The new item shall become the property of the Supplier. If the reserved product is processed together with products not belonging to the Supplier, the Supplier shall acquire co-ownership of the new item in proportion to the invoice value of the reserved product and the values of the other products at the time of processing and the processing value. If the product subject to retention of title is combined, mixed or blended with products not belonging to the Supplier in accordance with §§ 947, 948 BGB, the Supplier shall become co-owner in accordance with the statutory provisions. If the Purchaser acquires sole ownership by combining, mixing or blending, he hereby assigns co-ownership to the Supplier in the ratio of the value of the product subject to retention of title to the other products at the time of combining, mixing or blending. The new product owned or co-owned by the Supplier shall be deemed a product subject to retention of title within the meaning of these terms and conditions. The Purchaser shall store the reserved product for the Supplier free of charge with the due care of a prudent businessman.
- 10.3 The Purchaser hereby assigns to the Supplier its claims from a resale of the reserved product in the amount of the value of the reserved product, irrespective of whether the sale is made alone or together with products not belonging to the Supplier. The Supplier accepts this assignment. If the resold product subject to retention of title is co-owned by the Supplier, the assignment of the claims shall extend to the amount corresponding to the value of the Supplier's share in the co-ownership.
- 10.4 The Purchaser assigns to the Supplier the assignable claims against a third party arising from the installation of the reserved product as an essential component in a property, ship, ship under construction or aircraft in the amount of the value of the reserved product. The Supplier accepts the assignment. Clause 10.3 sentence 3 shall apply accordingly.
- 10.5 The Purchaser shall only be entitled and authorized to further process, install, use or resell the reserved product in the ordinary course of business and subject to the proviso that the claims under Clauses 10.3 and 10.4 are actually transferred to the Supplier. The Purchaser may only dispose of the reserved product in any other way, in particular by pledging it or assigning it as security, with the Supplier's consent.
- 10.6 The Purchaser is revocably entitled to collect the claims assigned to the Supplier in accordance with Clauses 10.3 to 10.5 in the ordinary course of business. The Supplier shall not make use of its own authorization to collect as long as the Purchaser meets its payment obligations, including to third parties. At the Supplier's request, the Purchaser shall name the debtors of the assigned claims and notify them of the assignment. The Supplier is also authorized to notify the debtors of the assignment himself. In case of doubt, the assertion of the retention of title and in particular the demand for surrender shall constitute a withdrawal from the contract.

- 10.7 The Purchaser must notify the Supplier immediately of any enforcement measures by third parties against the reserved product or the assigned claims, handing over the documents necessary for the objection.
- 10.8 The Supplier undertakes to release the securities to which he is entitled at his discretion at the request of the Purchaser to the extent that the realizable value of these securities exceeds the claims to be secured by more than 10%.

11. PLACE OF JURISDICTION

- 11.1 The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The contract language is German.
- 11.2 If the Purchaser is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for both parties, including for disputes relating to documents, bills of exchange or checks, shall be the Supplier's registered office or place of residence. The Supplier is also entitled to sue the Purchaser at any other legal place of jurisdiction.

12. RESALE AND EXPORT RESTRICTIONS

- 12.1 The transfer of goods purchased from the Supplier to a country other than that of the place of delivery is prohibited if the transfer violates an existing and subsequently arising export ban. This applies in particular to statutory export restrictions, war weapons control, boycotts, embargoes and US sanctions.
- 12.2 Failure to comply with the restriction in paragraph 12.1 constitutes a serious breach of contract which entitles the Supplier to withdraw from or terminate the contract in accordance with the nature of the contract and obliges the Purchaser to compensate the Supplier for all damages and disadvantages incurred.

13. SEVERABILITY CLAUSE

- 13.1 Should individual provisions of these terms and conditions be or become invalid or void, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a legally valid provision that comes as close as possible to the economic purpose of the invalid provision.

Kelkheim, 01.09.2024