

General Terms and Conditions of Sale

of EFCO Maschinenbau GmbH, PO Box 1000527, D-52305 Düren

Section 1 Scope of Application

1. These General Terms and Conditions of Sale ('GTCS') apply to all our business relationships with our customers ('Purchasers'). The General Terms and Conditions of Sale apply only where the Purchaser is a business (Section 14 of the German Civil Code (BGB)), a legal entity under public law, or a special fund under public law within the meaning of Section 310 (1) BGB.

2. Our General Terms and Conditions of Sale apply exclusively. Any differing, conflicting or supplementary general terms and conditions of the Purchaser shall only become part of the contract if and to the extent that we have expressly agreed to their applicability. This requirement of express consent also applies where the Purchaser refers to its own general terms and conditions in the context of placing an order, and we have not expressly objected to those general terms and conditions.

3. These General Terms and Conditions of Sale apply to contracts for the sale and/or delivery of movable items ('Goods') as well as services. It is irrelevant whether we manufacture the Goods ourselves or purchase them from suppliers/service providers (Sections 433 and 650 BGB). Unless otherwise agreed, these General Terms and Conditions of Sale also apply, in the version in force at the time of the Purchaser's order or the version most recently provided to the Purchaser in text form, as a framework agreement to future contracts of the same nature, without us as the Seller having to draw attention to them again in each individual case.

4. Individually agreed arrangements made with the Purchaser in an individual case (including side agreements, supplements and amendments) and the information contained in our order confirmation shall take precedence over these General Terms and Conditions of Sale. Subject to evidence to the contrary, the content of such arrangements shall be determined by a written contract or our written confirmation.

5. Legally relevant declarations and notifications by the Purchaser in relation to the contract (e.g. notices of defects, setting of deadlines, withdrawal or reduction) must be submitted in writing, i.e. in written or text form (e.g. letter, email, fax). More stringent statutory form requirements and further evidence (where necessary in cases of doubt regarding the declarant's authority) remain unaffected.

6. Where reference is made to the applicability of statutory provisions, this is for clarification only. The statutory provisions apply even without such clarification, unless and to the extent that they are amended or excluded by these General Terms and Conditions of Sale.

Section 2 Offer and Conclusion of Contract

1. Our offers are non-binding and without obligation. This also applies where we have provided the Purchaser with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards) or other product descriptions or documents (including in electronic form). We retain title and copyright in all documents provided to the Purchaser in connection with the placing of an order. Such documents may not be made accessible to third parties unless we have given the Purchaser our express written consent.

2. The Purchaser's order of the Goods constitutes a non-binding contractual offer under Section 145 BGB. Unless the order indicates otherwise, we are entitled to accept this contractual offer within two weeks of its receipt by us.

3. Acceptance of the Purchaser's contractual offer may be declared either in writing (e.g. by means of an order confirmation) or by delivery of the Goods to the Purchaser. If we as the Seller do not accept the Purchaser's offer within the period set out in Section 2 (2), any documents transmitted to the Purchaser must be returned to us without delay.

Section 3 Prices and Payment Terms

1. Unless expressly agreed otherwise in writing in an individual case, our respective prices valid at the time of conclusion of the contract

apply ex works, plus statutory VAT for transactions within Germany. Packaging costs are invoiced separately. Where no fixed price has been agreed, we reserve the right to make reasonable price adjustments due to changes in labour, material or distribution costs for deliveries made three months or more after conclusion of the contract.

2. In the case of a sale involving shipment, the Purchaser shall bear the transport costs ex works and the costs of any transport insurance requested by the Purchaser. Transport costs are always invoiced on the basis of expenditure. Any customs duties, fees, taxes and other public charges shall be borne by the Purchaser.

3. The purchase price must be paid exclusively into the bank account specified by the company. A cash discount may only be deducted where specifically agreed in writing.

4. Unless otherwise agreed, the purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the Goods. However, we are entitled at any time, including within an ongoing business relationship, to make delivery in whole or in part only against advance payment. We shall declare such a reservation no later than upon issuing the order confirmation.

5. The Purchaser shall be in default once the above payment period expires. During default, the purchase price shall bear interest at the statutory default interest rate applicable at the time pursuant to Section 288 (2) BGB, namely nine percentage points above the respective base interest rate. We reserve the right to assert further damages caused by default. In relation to merchants, our entitlement to the commercial maturity interest under Section 353 of the German Commercial Code (HGB) remains unaffected.

6. If, after conclusion of the contract, it is foreseeable that our claim to payment of the purchase price is jeopardised due to the Purchaser's lack of financial capacity (e.g. as a result of an application to open insolvency proceedings), we shall be entitled under the statutory provisions to refuse performance and, where applicable after setting a deadline, to withdraw from the contract (Section 321 BGB). In contracts requiring the manufacture of non-fungible items (custom-made products), we may declare withdrawal immediately. The statutory provisions on the dispensability of setting a deadline remain unaffected in this respect.

Section 4 Rights of Retention

The Purchaser shall only be entitled to rights of set-off or retention where its claim has been finally adjudicated or is undisputed, and its counterclaim arises from the same contractual relationship. Where defects arise in connection with the delivery, the Purchaser's counter-rights, in particular pursuant to Section 8 (6), second sentence, of these General Terms and Conditions of Sale, remain unaffected.

Section 5 Delivery Period and Delay in Delivery

1. The commencement of the delivery period indicated by us presupposes that all technical questions have been clarified and that the Purchaser has duly and punctually fulfilled its obligations. We reserve the right to rely on the defence of non-performance of the contract.

2. If we are unable to meet contractually agreed delivery deadlines for reasons for which we are not responsible, we shall inform the Purchaser of this without delay and at the same time communicate the anticipated or new delivery period. If delivery remains impossible even within the newly communicated delivery period due to non-availability of performance, we shall be entitled to withdraw from the contract in whole or in part; any consideration already provided by the Purchaser (in the form of purchase price payment) shall be refunded without delay. Non-availability of performance exists, for example, where we have not received timely delivery from our own supplier despite having concluded a congruent covering transaction, where other disruptions in the supply chain occur (e.g. due to force majeure), or where we are not obliged to procure the item in the individual case.

3. The Purchaser's rights under Section 10 of these General Terms and Conditions of Sale and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or

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unreasonableness of performance and/or subsequent performance), remain unaffected.

Section 6 Delivery, Transfer of Risk, Acceptance, Default of Acceptance

1. Delivery is made ex warehouse. The warehouse is also the place of performance for delivery and for any subsequent performance. If the Purchaser requests shipment of the Goods to another destination (sale involving carriage of Goods), the Purchaser shall bear the costs of shipment. If nothing has been contractually agreed, we may determine the type of shipment ourselves (packaging, shipping route, carrier).

2. The risk of accidental loss and accidental deterioration of the Goods passes to the Purchaser upon handover of the Goods to the Purchaser. In a sale involving carriage of Goods, the risk of accidental loss, accidental deterioration and delay already passes to the Purchaser upon delivery of the Goods to the carrier or freight forwarder. Where acceptance of the Goods has been contractually agreed, such acceptance is decisive for the transfer of risk. Further statutory provisions of the law on contracts for work and services remain unaffected. Default of acceptance by the Purchaser shall be treated as equivalent to handover or acceptance of the Goods.

3. If the Purchaser is in default of acceptance, or if our delivery is delayed for other reasons attributable to the Purchaser, we shall have a claim against the Purchaser for compensation for the resulting damage, including additional expenses (e.g. storage costs, etc.). Compensation shall be determined between the parties based on the expenditure incurred. Our statutory claims (reimbursement of additional expenses, reasonable compensation, termination) and the right to prove greater damage remain unaffected.

Section 7 Retention of Title

1. We retain title to the delivered Goods until full payment of all our present and future claims arising from the purchase contract and from an ongoing business relationship (secured claims).

2. Before full payment of the secured claims has been made, the Goods subject to retention of title may neither be pledged to third parties nor assigned as security. The Purchaser must notify us in writing without delay if an application is made to open insolvency proceedings or if third parties take action (e.g. by way of attachment) against the Goods belonging to us. Where the third party is not able to reimburse us for the judicial and extrajudicial costs of an action pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the Purchaser shall be liable to us for the resulting loss.

3. In the event of conduct by the Purchaser in breach of the contract, in particular failure to pay the due purchase price, we shall be entitled under the statutory provisions to withdraw from the contract and/or to demand return of the Goods on the basis of the retention of title. A demand for return shall not at the same time constitute a declaration of withdrawal; rather, we shall be entitled merely to demand return of the Goods while reserving the right to withdraw. If the Purchaser fails to pay the due purchase price, we may assert these rights only after setting the Purchaser a reasonable deadline for payment which has expired without success. This applies only where such a deadline is not dispensable under the statutory provisions.

4. The Purchaser is authorised, until revoked in accordance with Section 7 (4) (c), to resell and/or process in the ordinary course of business the Goods subject to retention of title. In such cases, the following provisions apply in addition:

a. Products resulting from the combination, mixing or processing of our Goods shall be subject to retention of title at their full value, and we shall be deemed the manufacturer. Where, in the case of combination, mixing or processing with third-party goods, the third party's ownership rights continue to exist, we shall acquire co-ownership in proportion to the invoice values of the combined, mixed or processed goods. In all other respects, the same provisions shall apply to the resulting product as those applicable to the Goods delivered subject to retention of title. The Purchaser also assigns to us, for security purposes, any claims arising from the Purchaser against a third party from combining the Goods subject

to retention of title with real property. We hereby accept this assignment.

b. The Purchaser hereby assigns to us, already at this point in time and in full or in the amount of our co-ownership share pursuant to Section 7 (4) (a), for security purposes, the claims against third parties arising from the resale of the Goods or of the product, in the amount of the final invoice value agreed with us (including VAT). We hereby accept this assignment. The obligations of the Purchaser set out in Section 7 (2) also apply in respect of the assigned claims.

c. The Purchaser remains authorised, alongside us, to collect the claim. For as long as the Purchaser meets its payment obligations to us, is not lacking in financial capacity, and we do not assert the retention of title by exercising a right under Section VII. 3., we undertake not to collect the claim. If we exercise a right under Section 7 (3), we may require the Purchaser to disclose the assigned claims and their debtors, to provide all information necessary for collection, to hand over the relevant documents, and to notify the debtors (third parties) of the assignment. In addition, we shall be entitled to revoke the Purchaser's authority to resell the Goods and its authority to process the Goods subject to retention of title.

d. If the realisable value of the securities exceeds our claims by more than 10 %, we shall, at the Purchaser's request, release securities of our choice.

5. For as long as title has not passed to the Purchaser, the Purchaser shall be obliged to treat the purchased item with due care. In particular, the Purchaser shall be obliged to adequately insure the purchased item at its own expense against theft, fire and water damage at the item's replacement value. Where maintenance and inspection work is required, the Purchaser shall carry this out in good time and at its own expense.

Section 8 Purchaser's Claims for Defects

1. The Purchaser's rights in respect of material and legal defects (including incorrect or short delivery, improper assembly/installation or defective instructions) are governed by the statutory provisions unless otherwise stipulated below. The statutory provisions on the sale of consumer goods (Sections 474 et seq. BGB) and the Purchaser's rights under separately issued guarantees, in particular those of the manufacturer, remain unaffected.

2. Any agreements we make with the Purchaser regarding the quality and the intended use of the Goods (including accessories and instructions) generally form the basis of our liability for defects within the scope of the statutory warranty. An agreement on quality includes all product descriptions and manufacturer's statements that form part of the individual contract or that were publicly announced by us (in particular in catalogues or on our website) at the time of conclusion of the contract. If no quality has been agreed, an assessment must be made under Section 434 (3) BGB as to whether a defect exists. In this context, publicly made statements by the manufacturer in advertising or on the label of the Goods take precedence over statements made by other third parties.

3. For Goods with digital elements or other digital content, we are obliged to provide and update the digital content only to the extent expressly arising from a quality agreement pursuant to Section 8 (2). We assume no liability for public statements made by the manufacturer or other third parties.

4. We are not liable for defects that the Purchaser knew of at the time of conclusion of the contract or that the Purchaser failed to discover due to gross negligence (Section 442 BGB).

5. The Purchaser's claims for defects exist only if the Purchaser has complied with its statutory duties of inspection and notification (Sections 377 and 381 HGB). Where the Goods consist of building materials or other items intended for installation or further processing, inspection must be carried out immediately before processing. Notification to us must be made in writing without delay if a defect becomes apparent during delivery, inspection or at a later point in time. Obvious defects must be reported in writing within 3 working days of

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delivery, and hidden defects within the same period after their discovery. If the Purchaser fails to carry out proper inspection and/or notification, our liability shall be excluded under the statutory provisions for any defect that is not reported, not reported in time, or not reported properly. Where the Goods were intended for installation, attachment or fitting, this also applies if the defect only becomes apparent after such processing as a result of a breach of any of these duties. In such cases, the Purchaser has no claim for reimbursement of 'removal and installation costs'.

6. If the delivered Goods are defective, we as the Seller have the right to choose whether to provide subsequent performance by remedying the defect (repair) or by delivering Goods free from defects (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the Purchaser in the individual case, the Purchaser may refuse it. However, we reserve the right to refuse subsequent performance under the statutory conditions. We are also entitled to make subsequent performance conditional upon the Purchaser paying the due purchase price. However, the Purchaser is entitled to retain a reasonable portion of the purchase price in proportion to the defect.

7. For the subsequent performance to be provided, the Purchaser must grant us the necessary time and opportunity. In particular, the Purchaser must hand over to us for inspection purposes the item for which it has asserted a defect. If we carry out a replacement delivery of Goods free from defects, the Purchaser must return the defective Goods to us in accordance with the statutory provisions. However, the Purchaser shall have no entitlement to demand return of the Goods.

8. Unless we are contractually obliged to do so, subsequent performance does not include the removal, detachment or de-installation of the defective item, nor the installation, attachment or fitting of a defect-free item. The Purchaser's claims for reimbursement of 'removal and installation costs' remain unaffected.

9. We shall reimburse the expenses necessary for inspection and for subsequent performance (transport, labour and material costs and, where applicable, removal and installation costs) in accordance with the statutory provisions and these General Terms and Conditions of Sale, provided that a defect is present. However, we may require the Purchaser to reimburse the costs incurred as a result of an unjustified request for defect rectification if the Purchaser knew or ought to have known that no defect actually existed.

10. The Purchaser has the right to remedy the defect itself and to demand reimbursement of the objectively necessary expenses for doing so if an urgent case exists (e.g. where operational safety is at risk or to prevent disproportionate damage). In the event of self-remedy, the Purchaser must inform us without delay and in advance. If we would be entitled under the statutory provisions to refuse subsequent performance, the Purchaser shall have no right to self-remedy.

11. The Purchaser may withdraw from the contract or reduce the purchase price in accordance with the statutory provisions if a deadline to be set by the Purchaser for subsequent performance has expired without success or is dispensable under the statutory provisions. However, the Purchaser shall have no right of withdrawal in the case of an insignificant defect.

12. The Purchaser's claims for reimbursement of expenses under Section 445a (1) BGB are excluded unless the final contract in the supply chain is a sale of consumer goods (Sections 478, 474 BGB) or a consumer contract for the provision of digital products (Sections 445c sentence 2, 327 (5), 327u BGB).

13. Even where a defect is present, claims by the Purchaser for damages or for reimbursement of futile expenses (Section 284 BGB) exist only in accordance with Sections 9 and 10.

Section 9 Limitation Periods

1. The general limitation period for claims arising from material or legal defects is, in deviation from Section 438 (1) no. 3 BGB, one year from delivery. Where acceptance has been contractually agreed, the limitation period begins upon acceptance.

2. The above limitation periods under sales law also apply to the Purchaser's contractual and non-contractual claims for damages that are based on a defect in the Goods, unless the application of the regular statutory limitation period under Sections 195 and 199 BGB would, in the individual case, lead to a shorter limitation period. Claims for damages by the Purchaser under Section 10 (1) and Section 10 (2) (a), as well as claims under the Product Liability Act (Produkthaftungsgesetz), are subject exclusively to the statutory limitation periods.

Section 10 Other Liability

1. Unless otherwise provided in these General Terms and Conditions of Sale, including the following provisions, we as the Seller are liable for breaches of contractual and non-contractual duties in accordance with the statutory provisions.

2. Within the scope of fault-based liability, we are liable for damages, irrespective of the legal basis, only in cases of intent or gross negligence. In cases of simple negligence, and subject to statutory limitations of liability (e.g. due care in one's own affairs; insignificant breach of duty), we are liable only:

- a. for damages resulting from injury to life, body or health
- b. for damages resulting from the breach of an essential contractual duty (i.e. a duty whose fulfilment is essential for proper performance of the contract and on whose observance the contractual partner regularly relies and may rely). In such cases, however, our liability is limited to compensation for the foreseeable damage typically occurring.

3. The limitations of liability arising under Section 10 (2) also apply in relation to third parties and in the event of breaches of duty by persons whose fault we are responsible for under statutory provisions. Where a defect has been fraudulently concealed or a guarantee has been given for the quality of the Goods, the limitations of liability do not apply. The same applies to the Purchaser's claims under the Product Liability Act.

4. The Purchaser may withdraw from or terminate the contract due to a breach of duty not arising from a defect only if we as the Seller are responsible for the breach of duty.

5. Any right of the Purchaser to terminate the contract (in particular under Sections 650 and 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences apply.

Section 11 Governing Law and Jurisdiction

1. These General Terms and Conditions of Sale and the contractual relationship between us as the Seller and the Purchaser are governed by the law of the Federal Republic of Germany, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

2. If the Purchaser is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, our registered office in Düren is the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same applies if the Purchaser is a business within the meaning of Section 14 BGB.

3. We are also entitled to bring an action at the place of performance of the delivery obligation under these General Terms and Conditions of Sale or a prevailing individual agreement, or at the Purchaser's general place of jurisdiction. Overriding statutory provisions on exclusive places of jurisdiction remain unaffected.

Section 12 No-Russia Clause and No-Belarus Clause

1. The importer/Purchaser may not sell, export or re-export, directly or indirectly, any Goods delivered under or in connection with this contract that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014 (Russia) and/or Article 8g of Council Regulation (EU) No. 765/2006 (Belarus), to the Russian Federation (Russia) or to Belarus, or for use in the Russian Federation or Belarus.

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2. The importer/Purchaser shall use its best efforts to ensure that the purpose of paragraph 1 is not frustrated by third parties further down the supply chain, including possible resellers.

3. The importer/Purchaser shall establish and maintain an appropriate monitoring mechanism to identify conduct by third parties in the downstream supply chain, including possible resellers, that would frustrate the purpose of paragraph 1.

4. Any breach of paragraphs 1, 2 or 3 shall constitute a material breach of an essential element of this contract, and the exporter/Seller shall be entitled to seek appropriate remedies, including but not limited to:

(i) termination of this contract; and

(ii) a contractual penalty equal to 100 % of the total value of this contract or the price of the exported Goods, whichever is higher.

5. The importer/Purchaser must inform the Seller without delay of any issues relating to the application of paragraphs 1, 2 or 3, including any relevant activities of third parties that could frustrate the purpose of paragraph 1. The importer/Purchaser shall provide the exporter/Seller, within two weeks of a simple request, with information regarding compliance with the obligations under paragraphs 1, 2 and 3.

Status: June 2026