Scope of Application:

1.1. The present delivery and payment terms and conditions apply in their respective valid version, which can be retrieved from www.tribit.de, for all delivery contracts with companies within the meaning of Section 14 BGB [German Civil Code], legal entities under public law and special fund under public law, on deliveries and services of TRIBIT, unless different agreements are made on an individual case basis. These terms and conditions also apply to all future contracts with the purchaser, even if TRIBIT does not expressly refer to them again.

1.2. Validity of different and supplementary provisions, in particular conflicting or supplementary general terms and conditions of the purchaser, is excluded, unless TRIBIT has expressly agreed to their validity. TRIBIT does not accept conflicting and/or different terms and conditions, despite having been informed of these terms and conditions, even if an order of the purchaser is carried out without reservation.

1. Type and Scope of Service

1.1. Offers made by TRIBIT are without engagement. A contract is concluded only when an order, which is placed by the purchaser on the basis of an offer, has been confirmed by TRIBIT in writing, in text form or via the electronic ordering system or when the order is carried out.

1.2. For the content of the contract, the order confirmation according to Clause 2.1 is authoritative or - if an order confirmation does not exist - the offer of TRIBIT, i.e. deliveries and services not specified in the order confirmation and/or in the offer are not included in the scope of delivery.

1.3. Information specified in the documents associated with the offer (such as technical data, drawings, illustrations, data on weights, dimensions etc.) and delivery terms are only approximately authoritative, unless they have been expressly specified as being binding.

1.4. Specifications on the material quality are only binding, if they have been made in writing by TRIBIT in the offer or in the order confirmation.

2. Prices and Payments

2.1. For deliveries and services, which are provided according to contract later than three months after contract conclusion, possible wage and/or material price increases, which have occurred after submission of the offer, can be invoiced with an adequate overhead surcharge.

2.2. Unless expressly agreed otherwise, the prices indicated are to be understood EXW Incoterms 2020. The applicable V.A.T. will be invoiced in addition.

2.3. The following payment terms shall be valid:
a) Within 30 days after receipt of invoice without deduction, unless otherwise agreed.

b) For orders with a net value of more than EUR 10,000,--, advance payments in the amount of 30% of the order value have to be made by the purchaser upon order confirmation and upon notice of shipment, unless otherwise agreed.

2.4. The purchaser can only offset with such claims or establish a right of retention with respect to such claims, if these claims are undisputed or have been finally judged.

3. Delivery Terms – Force Majeure

3.1. The delivery term starts at the earliest upon sending of the order confirmation but not prior to the point in time when clarification and agreement on all technical details and contract terms and conditions has been made between the purchaser and TRIBIT as well as not prior to receipt of an agreed upon advance payment. If subsequent modifications are requested by the purchaser, the delivery term will be adequately extended.

3.2. Compliance with the delivery obligations requires that the purchaser is not in default of payment, and takes all actions of cooperation

required for a delivery according to the contract correctly and in time.

3.3. If contractually agreed upon delivery terms are exceeded, an adequate grace period has to be granted, unless a commercial transaction for delivery by a fixed date exists. If TRIBIT cannot deliver because subcontractors have not complied with their delivery obligations, TRIBIT is entitled to withdraw from contract, if reasonable efforts for obtaining the delivery objects have been made without success.

3.4. If the delivery does not take place within the grace period granted, the purchaser is entitled to withdraw from contract, if it has associated the granting of the grace period with the explicit declaration that it will refuse the acceptance of service after expiration of the grace period granted. This does not apply, if and as long as TRIBIT due to Force Majeure in accordance with the following paragraph is released from the obligation to perform or when a commercial transaction for delivery by a fixed date exists.

3.5. If TRIBIT due to Force Majeure or similarly grave circumstances, for which TRIBIT is not responsible (e.g. strike, lock-out, pandemic or other third party attacks against the IT systems of TRIBIT, if these occur despite compliance with the usual diligence in the case of safety precautions, impediments as a result of German, US American as well as other national, EU or international provisions of the foreign trade legislation or delivery to TRIBIT which is not made in time or not properly) is prevented from delivery or the delivery is made difficult in an unreasonable manner or temporarily impossible, TRIBIT is released from the obligation to perform for the time period of the impediment plus an adequate start-up period. If these obstacles last more than three months, TRIBIT and the purchaser are entitled to withdraw from contract for the part which has not yet been fulfilled. Damage claims by the purchaser or TRIBIT do not exist.

4. Shipment and Passing of Risk

4.1. TRIBIT is entitled to make partial deliveries / system deliveries. Complaints regarding partial quantities do not release the purchaser from the obligation to accept the residual quantity according to the contract.

4.2. The risk of the deliveries and services will pass in accordance with the provisions of EXW Incoterms 2020.

4.3. If the shipment is delayed due to circumstances for which TRIBIT is not responsible, the delivery is deemed to have been made upon notification of readiness for shipment with the consequence of the passing of risk, maturity of the remuneration and start of the statute of limitation for warranty.

4.4. If the shipment is delayed on request of the purchaser or if the purchaser does not take delivery of the goods, TRIBIT shall be entitled to place in storage the delivery objects at the risk of the purchaser, and starting one day after notification of dispatch to invoice the costs incurred as a result of the storage in the case of storage in the works regularly with 0.5 % of the invoice amount for each month. Without prejudice to any other rights, TRIBIT is entitled to dispose of the delivery object and to make delivery to the purchaser with an adequately extended term, if the delivery is not called off within a term set by TRIBIT.

5. Retention of Title

5.1. Until full payment of the purchase price and until fulfillment of all claims due from the business relationship with the purchaser, TRIBIT reserves ownership of all objects delivered. In the case of a possible current account balance, TRIBIT reserves ownership until the balance has been paid; if bills of exchange or checks are accepted, up to their unconditional payment.

5.2. If the ownership under retention of title expires by treatment or processing, combining or mixing, TRIBIT becomes the owner and/or co-owner of the new item created in accordance with the ratio of the value of the deliveries and services to that of the new item. The purchaser

will take into custody the latter free of charge for TRIBIT. If claims, for example, as a result of the loss of the property under retention of title, which has been assigned, or co-ownership occurs, these claims are herewith already considered to have been transferred to TRIBIT who accepts it.

5.3. In the case of conduct contrary to the terms of the contract by the purchaser, in particular in the case of non-compliance with agreed upon dates of payment, TRIBIT shall be entitled after expiration of an adequate grace period to withdraw from contract, and the purchaser is obliged to return the delivery objects. If these have become considerable parts of real property resp. machinery installation, the purchaser engages itself to permit to TRIBIT disassembly of the objects, which can be disassembled without considerable impairment of the structure, and to retransfer to TRIBIT the ownership of these objects. If the purchaser impairs the above mentioned rights, it is liable to pay damages to TRIBIT. The disassembly and any other cost are at the expense of the purchaser.

5.4. The purchaser is entitled to process and to sell the objects delivered in the ordinary course of business. The claims incurred against third parties from resale are herewith assigned to TRIBIT by way of security. TRIBIT accepts the assignment.

5.5. As long as the purchaser complies with its payment obligations, it is authorized to collect the claims assigned on behalf of TRIBIT. The proceeds must be promptly paid to TRIBIT. The purchaser authorizes TRIBIT already now to notify the assignment to the third party debtor.

5.6. The objects under retention of title must not be pledged or transferred by way of security by the purchaser to third parties, in particular to financing institutions, without written approval by TRIBIT. The purchaser must promptly notify to TRIBIT any third party actions regarding the goods under retention of title and/or the installation or the claims obtained by their sale, in particular by attachment. Resale in insolvency proceedings is inadmissible; the rights from Section 48 InsO (indemnity for right to separation) remain unaffected.

5.7. All objects under retention of title must be insured against fire, water and theft. All claims in this respect against the insurer are herewith assigned to TRIBIT who accepts the assignment.

6. Claims based on Defects

6.1. The purchaser must comply with its legal duties of inspection and notification of defects according to Section 377 HGB [German Commercial Code].

6.2. Normal wear and tear is not covered by the warranty just as little as damages due to incorrect or negligent treatment by the purchaser or due to negligent non-compliance with operating and maintenance instructions of TRIBIT, inappropriate consumables, inadequate construction work, force majeure or other reasons for which TRIBIT is not responsible.

6.3. At first, the purchaser can only request subsequent performance or rework or replacement delivery at the discretion of TRIBIT. For this, the purchaser, after consultation with TRIBIT, must grant the necessary time and opportunity. This warranty obligation must be complied with at the registered offices of TRIBIT. If TRIBIT, in accordance with Section 439 subsection 3 BGB [German Civil Code] owes the disassembly and assembly of such deliveries and services, which according to their nature and their intended use were integrated into another item or attached to another item, TRIBIT has the option to do this itself or have it carried out by a representative mandated by TRIBIT. If, in the event of Section 439 subsection 3 BGB, the deliveries and services can be disassembled, the purchaser has to disassemble them at the expense of TRIBIT, and send them to the company address at its expense. But if the deliveries and services cannot be disassembled, the purchaser owes the expenditure of TRIBIT for removal of the deliveries and services on site (travel expenses, overnight accommodation, daily allowance, travel time according to the applicable rates of TRIBIT).

6.4. Replaced parts become the property of TRIBIT.

6.5. The right of TRIBIT according to Section 439 subsection 4 BGB to refuse the subsequent performance selected by the purchaser, if it is only possible with unreasonable cost, remains unaffected. In the event of failure or refusal of subsequent performance, the purchaser has the right, at its option, to reduce the purchase price or to withdraw from contract.

6.6. The statute of limitation for warranty claims is 2 years for deliveries and services, which have been used according to their usual purpose in industrial applications and as a result of this have caused its defectiveness, and otherwise 1 year. The statute of limitation starts for a delivery with the day of handover. If without any fault by TRIBIT, a delay between delivery and start of assembly occurs or if an interruption occurs during assembly, for which TRIBIT is not responsible, the contractually stipulated day of completion of the service of TRIBIT is deemed to be the start of the statute of limitation.

7. Damage Claims of the Purchaser

7.1. TRIBIT shall be liable – for whatever legal reason – within the scope of liability based on fault in the case of intent and gross negligence.

7.2. In the case of simple negligence, TRIBIT shall only be liable - subject to statutory limitations of liability (e.g. diligence one usually applies in own affairs) only for damages caused due to i) substantial violations of duty jeopardizing the achievement of the purpose of contract or ii) violation of substantial contractual obligations (obligations, the fulfillment of which permits proper performance of the contract in the first place and on the fulfillment of which the purchaser regularly relies and may rely ['cardinal obligations']), but limited to the compensation for foreseeable damage typical of the contract.

7.3. Determination of the foreseeable damage typical of the contract occurs in the contractual documents by weighing up the risks inherent to the contract.

7.4. Unless otherwise agreed upon in these provisions, a liability of TRIBIT is excluded. In particular, TRIBIT shall not be liable for indirect damages and consequential damages such as, e.g. loss of profit, loss of use, production stop etc.

7.5. The above mentioned limitations of liability do not apply in the case of TRIBIT's liability according to mandatory statutory provisions (e.g. according to the product liability act), in the event that TRIBIT has fraudulently concealed a defect, when assuming a guarantee for the quality of the deliveries and services as well as in the case of injury to life, body and health.

7.6. TRIBIT shall be liable for the loss of data or programmes only to the extent that their loss even by an adequate precaution by the purchaser against data loss (in particular an at least daily creation of back-up copies of all programmes and data) would not have been avoidable, and only restricted to the cost for recovery of the data. Apart from that, every liability by TRIBIT for data loss is subject to the other limitations of this Clause 7.

7.7. The above limitations of liability apply accordingly in the case of possible damage claims of the purchaser against legal representatives, employees or vicarious agents employed by TRIBIT.

7.8. A modification of the burden of proof to the disadvantage of the purchaser is not associated with the above mentioned provisions.

8. Property Rights

8.1. TRIBIT reserves all rights with respect to its documents such as, e.g. specifications, drawings, notes, instructions, technical information and technical data, not only in paper form but also in electronic form (including copyrights, the right of applying for industrial property rights [patents, utility models, topography property rights, design patents, trademarks etc.]) and the right of

ownership with respect to the objects contained in the documents made available (papers, CD/DVD/USB data carriers etc.). These must not be made accessible to third parties without prior written explicit approval of TRIBIT.

8.2. To the extent that TRIBIT has produced deliveries and services according to drawings, models, samples or other specifications handed over by the purchaser, the purchaser guarantees that third party property rights are not violated by these delivery objects. The purchaser indemnifies TRIBIT against all claims, cost and other damages (including attorney's fees) upon first written demand which are incurred by TRIBIT due to a violation of the provisions of the present regulation for which the purchaser is responsible.

9. Confidentiality

9.1. The contractual parties are obliged to keep confidential, not to make accessible to third parties and to use only for the purpose of contract performance all information and documents of which they become aware directly or indirectly during the business relationship by the other contractual party.

9.2. This confidentiality obligation does not apply to such information which (i) is already known to a party prior to the creation of the business relationship, (ii) which are made available to a party by a third party without violation of the confidentiality agreements, (iii) which are known to the public or (iv) which must be forwarded by a party due to a statutory obligation or an administrative order.

10. Disposal Obligation for Packaging and Old Equipment

Outer packaging and sales packaging are taken back by TRIBIT on the site of actual handover against reimbursement of the cost incurred by the taking back and recycling plus an overhead surcharge of 15%.

11. Place of Performance, Choice of Law and Place of Jurisdiction

11.1. Place of performance is Trier.

11.2. Exclusively German law is applicable (without possible references to other legal systems). The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

11.3. Trier shall be exclusive place of jurisdiction for all disputes arising out of or in connection with the contract. TRIBIT can take judicial measures also at the place of general jurisdiction of the purchaser.

Foehren, November 2026