

General Terms and Conditions of Sale and Delivery

(hereinafter referred to as „Terms“) of Frey & Co. GmbH (hereinafter referred to as „FREY“) to be applied in business relationships with entrepreneurs (hereinafter referred to as „Buyer“)

1. GENERAL REMARKS, AREA OF APPLICATION

- 1.1 These Terms of FREY shall apply exclusively. FREY does not accept any general terms and conditions of the Buyer which differ from or are contradictory to these Terms, unless FREY has explicitly agreed to the validity of such other terms and conditions in writing. This approval requirement shall apply also where FREY is aware of the Buyer's general terms and conditions and makes unconditional delivery to the Buyer irrespective of such general terms and conditions. With respect to assembly services, the general assembly terms and conditions of FREY shall apply in addition.
- 1.2 There are no oral side agreements. All agreements between FREY and the Buyer must be made in writing. This shall in particular also apply to all statements and notifications of legal relevance required to be made by the Buyer vis-à-vis FREY after the conclusion of the contract (e.g. setting deadlines, notification of defects, declarations of withdrawal or reductions).
- 1.3 These Terms shall only apply vis-à-vis companies as well as legal entities under public law and special funds under public law within the meaning of Sec. 310 para. 1 German Civil Code (Bürgerliches Gesetzbuch, BGB).
- 1.4 These Terms shall also apply to all future contracts with the Buyer even if FREY does not explicitly refer to them later on.

2. OFFER, PERFORMANCE OF THE CONTRACTOR, AMENDMENTS

- 2.1 All offers of FREY are subject to change.
- 2.2 Orders of the Buyer shall be considered as binding purchase offers. Orders of the Buyer shall only be deemed accepted after a written confirmation of FREY or delivery of the respective objects by FREY. In case of a prompt delivery, FREY's written order confirmation can be replaced by the invoice issued by FREY. FREY may accept orders within two weeks after receipt.
- 2.3 The execution of the order, in particular the quality of the objects (objects of delivery) to be produced, delivered or assembled by FREY, shall exclusively be determined by the contractually agreed specifications. Any references to standards, similar technical rules, other technical specifications, descriptions or images in offers and brochures merely serve the purpose of describing the services and do not constitute any representation of certain characteristics. FREY may at any time make changes to the execution of the order or to the objects of delivery to the extent such changes:
 - 2.3.1 are required to comply with any prerequisites imposed by law or public authorities; and
 - 2.3.2 do not involve any material impairment of quality or functionality of the objects of delivery and are reasonably acceptable to the Buyer.

- 2.4 Any deviations of dimensions and weight are admissible within the tolerance limits customary in the trade and relevant DIN standards. FREY may make technical improvements of structure, material and form provided that such improvements do not impair the usability for the contractual purpose and are acceptable to the Buyer in all other respects.
- 2.5 FREY may involve subcontractors.
- 2.6 FREY reserves the right to withdraw from the contract if the risk of collectability of the claim against the Buyer cannot be insured with credit insurers at the usual rates for reasons relating to the Buyer. FREY is entitled to withdraw from the contract by written declaration to be received by the Buyer either by post or fax no later than 14 days following the date of the order confirmation.

3. PRICES, CONDITIONS OF PAYMENT

- 3.1 Unless otherwise agreed, the prices of FREY valid at the time of the conclusion of the contract shall apply. FREY's prices are quoted in EUR and EXW excluding the respectively applicable VAT and any other indirect taxes or customs duties.
- 3.2 The Buyer will be charged separately for packaging. The same shall apply to any customs duties, fees, taxes or any other public charges.
- 3.3 If the goods are shipped by FREY at the Buyer's request (cf. clause 6.1), the Buyer shall bear all cost of transport as well as the cost of any transport insurance requested by the Buyer.
- 3.4 FREY may consider an increase of the material procurement costs, wage and ancillary wage costs as well as energy cost in its prices if the delivery is delayed or postponed by more than three months due to circumstances for which the Buyer is responsible.
- 3.5 FREY requires the following information to be able to review whether deliveries within the territory of the European Union are exempt from VAT:
 - 3.5.1 VAT identification number;
 - 3.5.2 name and address of the Buyer;
 - 3.5.3 destination; and
 - 3.5.4 provision of all documents required to prove an intra-Community supply exempt from tax (supporting documents, acknowledgements of receipt etc.).

If FREY is charged with the subsequent payment of VAT due to incorrect or incomplete information provided by the Buyer, FREY is entitled to claim such amount from the Buyer. If the Buyer culpably provided incomplete or incorrect information, the Buyer shall be liable for damages vis-à-vis FREY.

- 3.6 Invoices shall be due for payment upon receipt. The Buyer shall be obliged to pay the purchase price within ten days.
- 3.7 Discounts and price reductions shall be separately agreed upon in writing..

4. PARTIAL DELIVERY, DELIVERY AND PERFORMANCE PERIOD, DELAY

- 4.1 FREY is entitled to effect partial deliveries provided that this is acceptable to the Buyer. In case of partial deliveries, FREY may request payment of their share of the total order value. FREY may require the Buyer to accept partial deliveries which are complete as such within the meaning of sentence 1.
- 4.2 Delivery deadlines shall only be binding if FREY explicitly confirmed them in writing. However, FREY will also make efforts to comply with non-binding delivery dates. A delivery period begins to run only when all technical details necessary for performance have been clarified by the Buyer and FREY. The date of shipment from the factory shall be decisive for the compliance with delivery deadlines.
- 4.3 FREY may retain deliveries if the Buyer fails to fulfil its contractual obligations in due time and form, in particular if the Buyer fails to effect the advance payments agreed upon with FREY in due time or to take any measure of co-operation required by FREY for the complete and timely performance of its services.
- 4.4 In the event of force majeure, FREY may - also within the period of delay - extend the period of performance by the duration of the hindrance. Force majeure shall include any event for which FREY cannot be held responsible and as a result of which the performance of the service becomes temporarily impossible or unreasonably difficult, in particular lawful strike action or lockout, late delivery to FREY itself for which FREY cannot be held responsible, measures taken by authorities, import and export prohibitions, shortages of energy and raw materials and war. FREY will immediately notify the Buyer of any such circumstance.
- 4.5 If such hindrance continues for more than two months, the Buyer is entitled to withdraw from the contract, after having set an appropriate grace period, if the Buyer provides proof that the partially outstanding fulfilment of the contract is no longer of interest due to the delay. The Buyer shall stipulate any deadline for subsequent performance in writing; such deadline shall be at least four weeks.
- 4.6 If a delivery period agreed upon is not met for other reasons than due to a hindrance as described in clause 4.4 above, the Buyer shall set in writing an appropriate grace period for FREY of at least two weeks. If FREY culpably fails to meet the deadline of this grace period, the Buyer is entitled to withdraw from the contract, however, it is not entitled to assert any claims for damages on the grounds of non-performance or delay, unless FREY is liable pursuant to clause 8.

5. WARRANTY

- 5.1 FREY only warrants compliance with the specifications determined in clause 2.3, which, however, does not constitute a warranty for specific characteristics, unless the parties agreed upon a warranty in writing. FREY does in particular not warrant that the objects of delivery are fit for a specific use or purpose or marketability. With respect to cross-border deliveries of goods by a domestic company, FREY does in particular not assume any warranty that the objects of delivery comply with the statutory requirements of the country of destination or that they are not subject to any restrictions. The Buyer undertakes to take out a sufficient product liability insurance which also covers potential damage possibly arising due to cross-border deliveries.

- 5.2 The Buyer will only be entitled to any rights under a warranty upon proper fulfilment of the Buyer's duties of inspection and notification of defects (Sec. 377 of the German Commercial Code (Handelsgesetzbuch, HGB)), i.e. the Buyer or the designated recipient of the objects of delivery shall immediately inspect the goods upon delivery. The Buyer shall immediately, however, within seven days after having received the objects of delivery at the latest, notify FREY in writing of any obvious defects. Hidden defects shall be notified in writing immediately after their discovery. If the Buyer fails to give proper notice of defects, FREY will be under no liability for the relevant defects.
- 5.3 In case of a defective delivery, FREY will, at its own choice, either remedy the defect or supply an item free from defects provided that the Buyer has duly paid a reasonable part of the purchase price when due, taking the defect into account. The Buyer shall provide assistance to FREY in identifying defects and with respect to the subsequent performance. In addition the Buyer will allow access to the records revealing the particulars of the defect without undue delay. FREY may refuse subsequent performance if it is only possible at disproportional cost.
- 5.4 If the subsequent performance does not lead to the desired result, the Buyer is entitled to withdraw from the contract or to request a price reduction. Subsequent performance shall only be deemed unsuccessful if two attempts of subsequent performance do not lead to the desired result. A withdrawal from the contract is excluded if the actual quality of the goods differs only insignificantly from the specifications agreed upon or if the contractual or usual use is only insignificantly affected.
- 5.5 FREY hereby makes clear that changes of the material due to age or environmental conditions shall not be considered defects.
- 5.6 The Buyer shall only have claims for damages and/or reimbursement of futile expenses subject to the provisions of clause 8 and such claims shall be excluded in all other respects.

6. PASSING OF RISK, DELIVERY

- 6.1 Delivery is ex works Lenggries-Fleck, Germany, which is also the place of performance. The Buyer shall bear the costs and risk of shipment.
- 6.2 The risk shall pass to the Buyer at the factory in Lenggries-Fleck (EXW Lenggries-Fleck, INCOTERMS 2010). If the Buyer is in default of acceptance, the goods shall nonetheless be deemed handed over to the Buyer.
- 6.3 In case shipment is delayed for reasons for which FREY cannot be held responsible, the risk shall pass to the Buyer upon receipt of the notification stating that the goods are ready for dispatch.
- 6.4 Storage costs after the passing of risk shall be borne by the Buyer. In case of storage by FREY, the storage costs amount to 0.25% of the invoice amount of the objects of delivery to be stored per full week of storage. The assertion and proof of additional or lower storage costs shall remain reserved.
- 6.5 If FREY undertook to assemble the product in addition to its delivery, the object of delivery shall be deemed delivered as soon as the Buyer has accepted it pursuant to the general assembly terms and conditions of FREY. In such case, the place of performance shall be the place of assembly.

7. RETENTION OF TITLE

- 7.1 FREY retains the title in the objects of delivery until receipt of the full payment due under the respective contract and all other claims against the Buyer resulting from the business relationship.
- 7.2 The Buyer is obliged to treat all objects of delivery which are subject to retention of title with due care. Furthermore, the Buyer shall be obliged to insure such objects of delivery at its own cost against loss, fire and water damage, theft and natural hazards in the amount of their purchase price.
- 7.3 The Buyer is entitled to resell objects of delivery which are subject to retention of title in the ordinary course of business, unless the Buyer is in arrears with payment. The Buyer hereby assigns to FREY, in the amount of the respective invoice regarding FREY's claim, any and all claims which the Buyer acquires against its buyers or third parties within the framework of reselling the products, irrespective of whether the products were resold without any further processing or combination or following such processing or combination. FREY hereby accepts this assignment. The Buyer shall remain entitled to collect these claims even after the assignment. FREY's authority to collect the claim itself shall remain unaffected hereby. However, FREY shall be obliged to waive collection of the claim as long as the Buyer meets its payment obligations arising from the received proceeds, is not in arrears with payments and, in particular, has not applied for the opening of insolvency proceedings regarding its assets or has ceased payment. In such case, FREY is entitled to request that the Buyer informs FREY about the assigned claims and the respective debtors, provides all of the information required for collection, hands over the corresponding documents and informs the debtors (third parties) of the assignment. FREY is obliged to release all securities it is entitled to regarding objects of delivery and claims upon request of the Buyer, provided that the realisable value of the securities exceeds the claims to be secured by more than 10%.
- 7.4 The limitations of clause 7.3 above shall apply mutatis mutandis to the Buyer's right to process the objects of delivery. The Buyer shall not acquire title to the produced goods due to the complete or partial processing; the processing shall be free of charge exclusively for FREY as manufacturer within the meaning of Sec. 950 BGB. However, should FREY's retention of title cease to exist for whatever reason, it is hereby agreed between FREY and the Buyer that FREY acquires title in the goods upon processing of the goods, that FREY accepts such transfer of title and that the Buyer remains custodian of the goods which shall be free of charge.

If the objects of delivery which are subject to the retention of title are processed or inseparably combined with goods which constitute third-party property, FREY acquires co-ownership of the new goods or combined stock. The scope of the co-ownership results from the invoice value of the objects of delivery subject to the retention of title in proportion to the invoice value of the remaining goods.

- 7.5 If a third party arranges for the attachment of any objects of delivery subject to retention of title or otherwise impairs the title held by FREY, the Buyer shall immediately inform FREY in order to enable FREY to pursue legal remedies for the protection of title, in particular to file an action pursuant to Sec. 771 of the German Code of Civil Procedure (Zivilprozessordnung, ZPO). Additionally, the Buyer is obliged to notify the third party as well as the bailiff that the respective product is the property of FREY. If the third party is unable to reimburse FREY for

any court cost and out-of-court costs arising from such means of defence, the Buyer shall be liable vis-à-vis FREY with regard to any costs not paid by the third party.

- 7.6 The Buyer is obliged to immediately inform FREY of any damage of the products subject to retention of title as well as of any changes of the Buyer's registered office.
- 7.7 In case of a withdrawal from the contract, FREY is entitled to request surrender of the objects of delivery subject to retention of title.

8. LIMITATION OF LIABILITY, EXEMPTION

- 8.1 FREY shall be liable without limitation for intent and gross negligence.
- 8.2 For slight negligence FREY shall only be liable in case of a violation of a material duty which is essential to the proper execution of the order or the contract and on the fulfilment of which the Buyer may regularly rely. In such cases, the liability of FREY shall be limited to foreseeable damage typical of that kind of contract.
- 8.3 A limitation or exclusion of liability pursuant to this clause 8 shall not apply to claims arising from the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG) and to damage due to injuries to life, body or health.
- 8.4 Where liability of FREY is excluded or limited, this shall also apply to the personal liability of the bodies, employees, representatives and vicarious agents of FREY.
- 8.5 The limitation period for warranty claims (clause 5) of the Buyer shall be one year from the passing of risk (clause 6). Other claims for compensation shall become statute-barred one year after the Buyer became aware of the damaging event. This shall not apply to claims that are based on intent or gross negligence, to damage arising from injuries to life, body or health or to claims arising from the ProdHaftG.
- 8.6 The Buyer shall exempt FREY, its bodies, employees, representatives and vicarious agents, upon FREY's first request, from any claims of third parties asserted against FREY and/or the aforementioned persons as a result of a culpable breach of duty by the Buyer. The Buyer shall reimburse FREY and the aforementioned persons for any and all expenses reasonably incurred and required for the legal defence.

9. ASSIGNMENT, RIGHT OF RETENTION, SET-OFF

- 9.1 The Buyer is not entitled to assign claims against FREY arising from this contract. The foregoing shall not apply if Sec. 354a HGB applies.
- 9.2 The Buyer may only set off claims if its counterclaims are undisputed and/or have been established with final legal effect.
- 9.3 The same shall apply to any right of retention or right of refusal of performance pursuant to Secs. 320, 273 BGB. Such rights may only be exercised by the Buyer if they result from the same contractual relationship. In an ongoing business relationship, each single order is considered a separate contract

10. DISTINGUISHING MARKS, DRAWINGS AND OTHER DOCUMENTS

- 10.1 The Buyer is entitled to use the name of FREY as well as other trademarks, logos or distinguishing marks of FREY within the framework of its business operation, in particular for advertising purposes, only upon the prior written consent of FREY.
- 10.2 Drawings, drafts and other documents which FREY provides to the Buyer prior to the conclusion of the contract or during its performance are the property of FREY and must not be disclosed to third parties, reproduced or used for other purposes than the contractually agreed purpose without the prior written consent of FREY. FREY is entitled to request the surrender of the aforementioned documents free of charge, including any copies thereof, if the Buyer no longer requires the documents and if FREY gains knowledge of a misuse of these documents. A right of retention of the Buyer with regard to the documents shall be excluded.
- 10.3 The Buyer shall be liable for ensuring that a use of the drawings, templates, plans etc. does not infringe any rights of third parties. If third parties prohibit in particular the production and delivery of any products by relying on protective rights, FREY is entitled – without being obliged to review the legal situation – to discontinue any and all activities in this regard and to request damages. The Buyer shall furthermore indemnify FREY from any and all resulting disadvantages, in particular from any compensation claims of third parties.

11. Data protection

FREY collects and processes personal data of the entrepreneur exclusively in accordance with the statutory provisions of the Federal Data Protection Act (BDSG) and the EU General Data Protection Regulation (GDPR). FREY processes and uses the data collected from the entrepreneur in the context of his order for the establishment, execution and termination of the contractual relationship with the entrepreneur, including the processing of warranty claims. FREY only passes on personal data of the entrepreneur to third parties if and insofar as this is necessary for the execution of the contract, in particular for the execution of the delivery. The legal basis for data processing is Art. 6 para. 1 lit. b GDPR. The personal data will be deleted unless statutory retention periods prevent this. To assert your rights to information, rectification, erasure, restriction or objection, please contact our data protection officer at datenschutz@frey-systeme.de. You can also find a detailed description of the handling of personal data and your rights in the general data protection information sheet at <https://freysysteme.de/datenschutzerklaerung/>

12. NO-RUSSIA CLAUSE

- 12.1 The Supplier/Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods or technology supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 (except for goods falling under CN codes 8457 10, 8458 11, 8458 91, 8459 61, 8466 93, as listed in Annex XL to Regulation (EU) No. 833/2014).
- 12.2 In the event, FREY & Co. GmbH is selling, licensing or transferring in any other way intellectual property rights or trade secrets or grants rights to access or re-use any material or information protected by intellectual property rights or protected as trade secret related to the common high priority items as listed in Annex XL to Regulation (EU) No 833/2014

- (“Common High Priority Items”), the Supplier/Buyer is prohibited from (and is obligated to prohibit any potential sublicensees) using such intellectual property rights, trade secrets or other information in connection with Common High Priority Items that are intended for sale, supply, transfer or export, directly or indirectly, to Russia or for use in Russia.
- 12.3 A violation of paragraphs (1) and (2) shall be deemed good cause to entitle Frey & Co. GmbH to terminate this agreement for cause or withdraw from this agreement (or any individual agreements if the agreement is a framework agreement), respectively. Frey & Co. GmbH has the right to claim any damages incurred based on a violation of paragraphs (1) and (2).
- 12.4 The Supplier/Buyer shall set up and maintain an adequate monitoring mechanism to detect any potential violations of paragraphs (1) and (2) by any third parties further down the commercial chain.
- 12.5 The Supplier/Buyer shall immediately inform FREY & Co. GmbH about any problems in applying this entire clause, including any relevant activities by third parties that could frustrate the purpose of paragraphs (1) and (2), and shall make available to FREY & Co. GmbH information concerning compliance with the obligations of this entire clause within two weeks of the simple request of such information.

13. SEVERABILITY CLAUSE, LANGUAGE OF CORRESPONDENCE, JURISDICTION, APPLICABLE LAW

- 13.1 Should individual provisions or parts of these Terms be or become invalid, the validity of the remaining provisions shall remain unaffected thereby. The invalid provision shall be replaced by an agreement which comes closest to the purpose of the contract and the intent of the parties.
- 13.2 The contractual language is German.
- 13.3 In the event of any doubts on the wording of these Terms, the German wording shall apply.
- 13.4 Munich, Germany, shall be the exclusive place of jurisdiction. However, FREY is nevertheless entitled to initiate an action against the Buyer at its general place of jurisdiction.
- 13.5 The laws of the Federal Republic of Germany shall apply exclusively. The provisions of German international private law and the UN Convention on Contracts for the International Sale of Goods (UN-CISG) shall not apply.

STAND 07/24