

TERMS AND CONDITIONS OF DELIVERY AND PERFORMANCE 2026

Hans Pregler GmbH & Co. KG

**Company
Address
Scope**

Hans Pregler GmbH & Co. KG
Kreuzäcker 6, 94469 Deggendorf, Germany
Deliveries, projects, engineering, assembly,
commissioning, service, repairs and software

Notice concerning consumer contracts: In the case of distance contracts or contracts concluded away from business premises, consumers will be provided, in good time before submitting their contractual declaration, with the consumer information prescribed by law and - where a right of withdrawal exists - separate instructions on withdrawal, including the model withdrawal form.

English translation of the German Terms and Conditions of Delivery and Performance. German statutory references refer to the laws of the Federal Republic of Germany.

1. Scope and definitions

1.1 These Terms and Conditions of Delivery and Performance apply to all quotations, deliveries and services of Hans Pregler GmbH & Co. KG (hereinafter “Pregler”, “we”, “us” or “our”). They apply in particular to contracts for the sale of goods, contracts for the supply of goods to be manufactured or produced, contracts for works and services, service contracts, and contracts relating to projects, engineering, design, assembly, commissioning, maintenance, servicing, repairs and software.

1.2 An “entrepreneur” (Unternehmer) is a natural or legal person or a partnership with legal capacity who or which, when entering into the contract, acts in the exercise of its trade, business or independent professional activity. A “consumer” (Verbraucher) is any natural person who enters into the contract for purposes that are predominantly outside that person’s trade, business or independent professional activity. Entrepreneurs and consumers are hereinafter collectively referred to as the “Customer”.

1.3 Where a provision expressly applies only to entrepreneurs or only to consumers, it shall not apply to the other category of Customer. Mandatory statutory consumer-protection provisions remain unaffected in relation to consumers.

1.4 In relation to entrepreneurs, these Terms and Conditions also apply to future transactions, provided that they were validly incorporated when the business relationship was established. Conflicting or supplementary terms and conditions of the entrepreneur shall apply only if we have expressly consented to their application. This requirement for consent also applies where we perform without reservation while being aware of the entrepreneur’s terms and conditions.

1.5 Individual agreements take precedence over these Terms and Conditions. In case of doubt, section 127 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) applies to compliance with text or written form; the validity of informal individual agreements remains unaffected.

2. Quotations, conclusion of contract and documents

2.1 Our quotations are non-binding unless expressly designated as binding. A contract is concluded by our order confirmation, by an agreement signed by both parties, or by commencement of performance. Automated acknowledgements of receipt do not generally constitute acceptance.

2.2 Our quotations, specifications and related calculations constitute a single basis for the offered performance. Changes concerning type, quantity, design, interfaces, scope of performance or place of delivery or performance require our consent. Cost estimates and budget estimates are non-binding unless expressly designated as a fixed price or binding cost ceiling. If a material overrun of a non-binding cost estimate becomes necessary under a contract for works and services, we shall inform the Customer without undue delay. The Customer's statutory rights, in particular under section 650 BGB, remain unaffected. Freight, packaging, travel, accommodation, subsistence and other ancillary costs are included in a fixed price only if expressly agreed.

2.3 Dimensions, weights, illustrations, drawings, calculations, simulations, performance data and other product information determine the quality owed only insofar as they have been expressly incorporated into the contract or are relevant under the statutory provisions for determining the quality owed. In relation to entrepreneurs, customary or technically unavoidable deviations remain permissible within the limits of Clause 3.2. Public statements, particularly in advertising or product labelling, shall be taken into account to the extent required by law. No guarantee or guarantee of quality is thereby created.

2.4 We retain title, copyright and all other intellectual property rights in cost estimates, drawings, calculations, software, documentation, samples and other documents. They may be used only for the contractually intended purpose and may not be reproduced or made available to third parties without our consent, unless mandatory statutory rights provide otherwise.

2.5 Legally relevant declarations and notices made by the Customer to us after conclusion of the contract, in particular notices setting deadlines, notices of defects, declarations of rescission, termination or price reduction, should be made at least in text form, for example by email or letter, to ensure clear documentation. Compliance with text form is not a condition of validity unless a particular form has been validly agreed in the individual case or is required by law. Statutory form requirements and the precedence of individual agreements remain unaffected.

3. Scope of performance, technical changes and cooperation

3.1 The nature and scope of our performance are determined by the individual agreements between the parties, our order confirmation and the specifications, drawings and technical specifications validly incorporated therein. In the event of irreconcilable contradictions, individual agreements shall take precedence, followed by the order confirmation. In all other respects, the more specific provision shall prevail over the more general provision. The Customer shall notify us without undue delay of any apparent contradictions or ambiguities.

3.2 In relation to entrepreneurs, we may make technical changes and customary deviations where these are necessary or expedient because of technical progress, amended standards or the availability of equivalent components, provided that they do not impair the agreed function or safety and are reasonable for the entrepreneur. The statutory provisions apply in relation to consumers; agreed product characteristics shall not be changed unilaterally.

3.3 Guarantees, guarantees of quality and the assumption of a procurement risk are undertaken only where our declaration clearly shows that we intend to assume strict liability for a particular quality, durability or procurement. Use of the term "guarantee" is not essential; the objective meaning of the declaration is decisive. Product descriptions, technical information and advertising statements do not, in themselves, create a guarantee. Statutory rights, in particular rights based on agreed or objectively required characteristics, remain unaffected.

3.4 The Customer shall provide, in good time, all information, documents, data, approvals, permits, Customer-supplied items and access required for proper performance of the contract. The Customer is responsible for ensuring that the specifications and Customer-supplied items it provides are complete, accurate, available on time and suitable for the agreed purpose. The Customer shall inform us of any special operational, safety, environmental and site requirements.

Materials, components, data, programs, tools or other items supplied by the Customer ("Customer-Supplied Items") must be in a condition suitable for performance. Unless a more extensive inspection has been expressly agreed, we shall inspect Customer-Supplied Items only for defects and inconsistencies apparent during proper processing. We shall notify the Customer without undue delay of any concerns that become apparent.

Delays, disruption, additional expense or defects caused by incorrect, incomplete, late or unsuitable specifications or Customer-Supplied Items shall be borne by the Customer insofar as the Customer is responsible for those circumstances. Agreed deadlines shall be extended by the duration of

the resulting impediment plus a reasonable restart period. Necessary and documented additional expense shall be charged as agreed or, in the absence of an agreement, at our rates applicable when the expense arises.

Our liability for loss of or damage to Customer-Supplied Items is governed by Clause 12. Statutory rights concerning cooperation, compensation and termination, and statutory rules on the burden of proof, remain unaffected.

3.5 For work on site, the Customer shall, where agreed or required by the nature and circumstances of the performance, provide at its own expense a safe, adequately prepared and accessible workplace and the site facilities required to carry out the work. These include, in particular, power, water, lighting, fuels and lubricants, suitable lifting equipment, scaffolding, tools and other aids, as well as suitable work, break, sanitary, protective and storage facilities.

Where agreed, the Customer shall also provide, in good time, suitable auxiliary personnel, materials and tools for ancillary work that is not part of our contractually owed performance. In performing our contractual services, our personnel remain subject exclusively to our instructions.

The Customer shall take reasonable precautions to protect our personnel, tools, delivery items and other property. It shall provide us in good time with all required information about concealed lines, including electricity, gas, water, data and other utility lines, structural conditions, existing contamination and operational hazards. The Customer shall coordinate our work with its operational processes and designate a contact person authorised to make decisions.

Where scrap material, removed parts, packaging, operating materials or other waste arise during assembly, dismantling, repair or service work, they shall remain with the Customer unless otherwise agreed and unless mandatory statutory take-back, disposal or other obligations provide otherwise. The Customer shall arrange proper and environmentally compliant disposal at its own expense insofar as it is responsible for doing so under applicable law.

If, at the Customer's request, we are commissioned to arrange disposal, we may charge the necessary transport, inspection, documentation and disposal costs at the agreed rates or, in the absence of agreed rates, at the amount of the reasonable costs actually incurred. Mandatory statutory take-back and disposal obligations remain unaffected.

3.6 We may use qualified subcontractors. Our responsibility for contractual performance remains unaffected.

4. Prices and price adjustments

4.1 In relation to entrepreneurs, prices are stated in euros ex works and exclude statutory value added tax and, unless expressly included, packaging, transport, insurance, customs duties, assembly, commissioning, travel and ancillary costs. In relation to consumers, total prices include value added tax and all other price components that must be stated by law; additional freight, delivery or other costs shall be charged only if disclosed and agreed before conclusion of the contract.

4.2 In relation to entrepreneurs, where the agreed delivery or performance period exceeds four months, we may adjust the price if, after conclusion of the contract, cost factors beyond our control that are material to the calculation of the agreed performance change. These include, in particular, prices for materials and preliminary products, energy and transport costs, customs duties and statutory, collectively agreed or demonstrable actual changes in personnel costs.

The price adjustment shall be limited to the extent to which the specific change in costs affects the total price of the performance not yet rendered. Cost reductions shall be taken into account in the same manner as cost increases. At the entrepreneur's request, we shall explain the relevant cost factors and their effects.

If the increase exceeds 5% of the agreed net price of the unperformed part, the entrepreneur may terminate that part of the contract within two weeks after receipt of notice of the increase or - where the statutory requirements are met - rescind it. This provision does not apply to consumers.

4.3 Unless otherwise agreed, project planning, engineering, assembly, commissioning, maintenance, service and repair work shall be charged according to the necessary time and materials at the rates agreed when the contract was concluded. In the absence of such agreement, the customary remuneration shall apply.

Necessary and reasonable preparation, travel, waiting and transit time, as well as necessary travel, accommodation, transport and subsistence costs, are chargeable insofar as they are included in

the agreed scope, are necessary for its performance or are caused by circumstances for which the Customer is responsible. Consumers shall be charged additional costs only if these were disclosed and agreed before conclusion of the contract.

4.4 Contractually performed and economically separable partial performances may be invoiced separately. Payment falls due in accordance with the applicable contractual agreement and statutory provisions. For works and services, progress payments equal to the value of the performance rendered and owed under the contract may be demanded in accordance with section 632a BGB. The Customer's statutory rights of retention remain unaffected.

5. Payment, default and security

5.1 Unless otherwise agreed, invoices are due without deduction within 14 calendar days after receipt. Invoices may be transmitted electronically. In relation to consumers, the statutory requirements for default in payment also apply.

5.2 In the event of default in payment, the statutory default interest and other statutory consequences apply. We reserve the right to claim further loss caused by the default.

5.3 In relation to entrepreneurs, where a material risk to our payment claim becomes apparent after conclusion of the contract, we may make outstanding performance conditional upon advance payment or reasonable security. After expiry without result of a reasonable deadline, we may rescind the unperformed part of the contract; statutory rights remain unaffected.

5.4 An entrepreneur may set off counterclaims only if they are undisputed, finally adjudicated or ready for decision. This restriction does not apply to counterclaims arising from the same contractual relationship. Entrepreneurs may exercise rights of retention only in respect of claims arising from the same contractual relationship.

The statutory provisions apply exclusively to set-off and rights of retention in relation to consumers. Mandatory statutory rights remain unaffected in all cases.

5.5 In relation to entrepreneurs, we have a contractual lien, as security for our due claims under contracts for works, assembly, repairs and services, over items of the entrepreneur that have come into our possession under the relevant contract. The lien also extends to due, undisputed or finally adjudicated claims arising from earlier work, spare-parts deliveries or other performance insofar as these are economically connected with the subject matter of the order.

Exercise and enforcement of the lien are governed by the statutory provisions. Before enforcement, we shall set the entrepreneur a reasonable period for payment and notify it of the intended enforcement insofar as required by law. Only statutory liens and security rights apply in relation to consumers.

6. Delivery and performance periods; force majeure

6.1 Delivery and performance periods are binding only if expressly agreed as binding. They do not begin before the technical and commercial requirements have been clarified and due cooperation obligations and agreed advance payments have been fulfilled. Subsequent change requests by the Customer shall extend deadlines by a reasonable period.

6.2 Partial performance is permissible if it can be used independently by and is reasonable for the Customer and completion of the remaining scope is assured. Consumers shall not incur additional shipping costs as a result unless expressly agreed.

6.3 We shall not be liable for delays or impediments to performance caused by events that were unforeseeable when the contract was concluded and that cannot be controlled by us despite the exercise of reasonable care. Such events include, in particular, natural events, epidemics, pandemics, war, terrorism, civil unrest, lawful industrial action affecting us or our suppliers, official measures, embargoes, sanctions, failure of critical energy, IT, communications or transport infrastructure, serious cyberattacks or comparable events.

This applies to disruption affecting suppliers or subcontractors only insofar as they too are prevented from performing by such an event, we selected them with due care, and alternative procurement or performance is not possible with reasonable effort.

Affected deadlines shall be extended by the duration of the impediment plus a reasonable restart period. We shall inform the Customer without undue delay of the beginning, expected duration and

end of the impediment and shall take reasonable measures to limit its effects.

6.4 If an impediment continues for more than three months or performance becomes permanently impossible, either party may, after reasonable notice, terminate the affected and still unperformed part of the contract insofar as it cannot reasonably be expected to remain bound. Consideration already received for performance not rendered shall be refunded without undue delay. Statutory rights of rescission and termination remain unaffected.

6.5 A reservation of self-supply applies only in relation to entrepreneurs and only where we entered into a congruent covering transaction in good time, our supplier fails to supply us correctly or on time through no fault of ours, and procurement elsewhere is not possible with reasonable effort. We shall inform the entrepreneur without undue delay; in the event of definitive unavailability, either party may rescind the affected part of the contract. Payments already made shall be refunded.

6.6 If we are in default with a delivery or performance, the Customer's rights are governed, subject to the following provision, by the statutory provisions and Clause 12.

In relation to entrepreneurs, our liability for loss resulting from delivery or performance delay caused by ordinary negligence is limited, for each completed week of delay, to 0.5% of the net price of the delayed part, subject to an overall maximum of 5% of that net price. The relevant amount is the net price of that part of the delivery or performance that cannot be used in accordance with the contract on time because of the delay. The Customer must prove the occurrence and amount of the loss claimed in accordance with the statutory provisions.

The aggregate liability cap of 5% applies conclusively to all property damage and financial loss caused by ordinary negligence and resulting from the same delay event. Proof of a higher loss shall not increase the liability cap.

The limitation does not apply in the cases set out in Clause 12.1, in particular in the case of intent, gross negligence, injury to life, limb or health, fraudulent concealment, an expressly assumed guarantee, liability under the German Product Liability Act (Produkthaftungsgesetz), or where liability is otherwise mandatory by law. Statutory rights of rescission or termination remain unaffected. Contractual penalties require an express agreement and shall be credited against claims for damages arising from the same delay.

7. Delivery, shipment and transfer of risk

7.1 In relation to entrepreneurs, unless otherwise agreed and provided that the performance is not subject to acceptance, goods are delivered ex works Deggendorf. Agreed Incoterms shall be interpreted by reference to the named place and the expressly agreed version or, if no version is specified, "Incoterms® 2020".

If goods are shipped at the entrepreneur's request, risk passes to the entrepreneur upon handover to the forwarding agent, carrier or other third party appointed to carry out the shipment. We shall take out transport insurance only at the entrepreneur's request and expense.

Where our performance is subject to acceptance, transfer of risk is governed by the statutory provisions applicable to the relevant contract and the agreements made.

7.2 In relation to consumers, the risk of accidental loss and accidental deterioration generally passes only upon handover of the goods to the consumer or a recipient designated by the consumer. If the consumer independently commissions a carrier not previously designated by us, the statutory provisions apply.

7.3 If handover or shipment is delayed for reasons for which the Customer is responsible, risk passes in accordance with the statutory provisions. Necessary storage, insurance and financing costs may be charged after prior notice. The Customer may prove that no expense or a lower expense was incurred.

8. Acceptance of works and services

8.1 Where our performance is subject to acceptance, the Customer shall accept the work produced in accordance with the contract upon completion. Acceptance may not be refused because of immaterial defects.

8.2 After completion, we may set the Customer a reasonable period for acceptance. The work shall be deemed accepted if the Customer does not refuse acceptance within that period while identifying

at least one defect. In relation to consumers, this effect occurs only if, together with the request, we expressly inform the consumer in text form of the consequences of failing to respond or refusing acceptance without identifying defects.

8.3 If, after expiry of a reasonable inspection period, the Customer places a completed work into permanent productive use, this may constitute acceptance where use goes beyond mere testing, inspection, emergency use or provisional use and the Customer's conduct, viewed objectively, demonstrates an intention to recognise the performance as substantially conforming to the contract. The Customer must first have had sufficient opportunity to inspect. The statutory requirements governing deemed acceptance and rights relating to defects reserved or not apparent upon acceptance remain unaffected.

8.4 At either party's request, a record of acceptance shall be prepared. Known defects and reserved rights shall be recorded in it.

9. Inspection and notification of defects by entrepreneurs

9.1 If the transaction is a commercial transaction for both parties, the duties of inspection and notification under section 377 of the German Commercial Code (Handelsgesetzbuch - HGB) apply. Apparent defects must be notified without undue delay after an inspection reasonable in view of the nature and scope of the delivery; hidden defects must be notified without undue delay after discovery. Defects discernible only during assembly, commissioning or an agreed test must be notified without undue delay after that time.

9.2 The notice of defect should describe the defect in a comprehensible manner and, insofar as reasonable, include appropriate supporting evidence. The Customer shall keep the disputed item available for inspection and prevent avoidable consequential loss.

9.3 Clause 9 does not apply to consumers.

10. Rights in respect of defects

10.1 General provisions

10.1.1 In the event of defects, the Customer has the statutory rights subject to the following provisions. Guarantees and mandatory statutory claims remain unaffected.

10.1.2 We must be given reasonable time and opportunity for cure within the statutory framework. The nature, scope and requirements of cure, the choice of the form of cure and any rights to refuse cure are governed by the statutory provisions applicable to the relevant contract.

In the event of an urgent threat to operational safety or in order to avert disproportionately extensive damage, the Customer may, after informing us without undue delay, carry out the objectively necessary measures itself or have them carried out by third parties if it would be unreasonable to wait for our cure. The Customer shall document the measures and costs incurred in a comprehensible manner. Further statutory rights of self-remedy remain unaffected.

10.1.3 To the relevant extent, there is no defect, or no rights in respect of defects arise, where the complaint is caused by natural wear and tear, unsuitable operating materials, use other than for the intended purpose, improper transport or storage, incorrect assembly by the Customer or third parties, failure to comply with operating, safety or maintenance instructions, or a modification not approved by us. This does not apply where the relevant measure was carried out professionally and did not cause the defect. Mandatory statutory rights remain unaffected.

10.1.4 If a notice of defect proves objectively unfounded, an entrepreneur shall reimburse us for the necessary inspection costs only if it knew, or negligently failed to recognise, that no defect for which we were responsible existed. Consumers owe inspection costs only where there is an express statutory or contractual basis.

10.2 Special provisions relating to entrepreneurs

10.2.1 In relation to entrepreneurs, claims in respect of defects in new goods and works become time-barred twelve months after commencement of the statutory limitation period, in particular after transfer of risk or acceptance.

The shorter period does not apply:

- a) in the case of intent, gross negligence or fraudulent concealment;
- b) to loss resulting from injury to life, limb or health;
- c) where an express guarantee has been assumed;
- d) to claims under the German Product Liability Act;
- e) in the cases covered by section 438(1) no. 2 BGB and section 634a(1) no. 2 BGB;
- f) to statutory rights of recourse within a supply chain insofar as shortening the period is prohibited by law; or
- g) where the law mandatorily prescribes a longer limitation period.

Clause 12 also applies to claims for damages arising from a defect.

10.2.2 In relation to entrepreneurs, rights in respect of defects in used goods are excluded unless otherwise agreed. The exclusion does not apply in the cases listed in Clause 10.2.1(a) to (g).

10.2.3 Statutory rights of recourse within a supply chain, in particular under sections 445a, 445b and 478 BGB, remain unaffected to the extent mandated by law. Recourse in respect of benefits that the entrepreneur grants its customer beyond the statutory rights in respect of defects is available only with our prior consent.

10.2.4 We shall bear the expenses of cure to the extent required by law. Additional costs resulting from the delivery item being moved after delivery to a place other than the agreed destination shall be borne by us only insofar as the move was consistent with its intended use or approved by us and the costs must be borne by us under applicable law.

10.3 Special provisions relating to consumers

10.3.1 Consumers have the statutory rights in respect of defects without the shortened periods or exclusions provided for in Clause 10.2.

10.3.2 For goods with digital elements and digital products, we shall provide the updates, including security updates, owed by law during the statutory or expressly agreed supply period. The consumer shall be informed of available updates. If the consumer fails to install them despite having received proper information and installation instructions, the statutory consequences apply.

11. Third-party intellectual property rights

11.1 Unless otherwise agreed, we warrant in relation to entrepreneurs that, when used in accordance with the contract at the agreed place of delivery in Germany, the delivery is free from third-party intellectual property rights effective in Germany that conflict with the agreed use. If use in another country is expressly agreed when the contract is concluded, or is foreseeably assumed by us, this obligation also extends to intellectual property rights effective there insofar as examination of such rights is reasonable for us in view of the nature and scope of the order. The statutory provisions apply in relation to consumers.

11.2 In the event of an infringement for which we are responsible, we may, at our option, obtain a right of use, modify the performance so that the intellectual property right is no longer infringed, or provide equivalent non-infringing performance, provided that this is reasonable for the Customer. If cure fails, the statutory rights remain available subject to Clause 12.

11.3 No claims arise insofar as the infringement results from designs specified by the Customer, a combination with third-party products not envisaged by us, or use contrary to the contract, and we are not responsible for the infringement. The Customer shall inform us without undue delay of claims asserted and, insofar as reasonable, enable us to conduct the legal defence.

12. Liability

12.1 We have unlimited liability in the event of intent and gross negligence, culpable injury to life, limb or health, under the German Product Liability Act, in the event of fraudulent concealment, under expressly assumed guarantees and where liability is otherwise mandatory by law.

12.2 In the event of ordinary negligence, we are also liable for breach of material contractual obligations. Material contractual obligations are obligations whose performance is essential for

proper execution of the contract and on whose compliance the Customer may normally rely. In this case, liability is limited to loss that was foreseeable and typical for the contract when the contract was concluded.

12.3 In relation to entrepreneurs, our liability under Clause 12.2 for property damage and financial loss caused by ordinary negligence is limited per loss event to the loss foreseeable and typical for the contract when the contract was concluded.

Unless a lower liability cap appropriate to the foreseeable loss typical for the contract is agreed in the individual contract, the liability cap is EUR 10 million per loss event. Multiple losses based on the same breach of duty or on several similar breaches with an intrinsic factual and temporal connection are deemed to be one loss event.

The existence or scope of insurance cover is not a prerequisite for our liability. An annual aggregate limit for multiple loss events applies only if expressly agreed in the individual contract. Clause 6.6 takes precedence as the more specific provision for loss caused by ordinary negligence resulting from delay in delivery or performance. The cases set out in Clause 12.1 remain unaffected.

12.4 In all other respects, liability for ordinary negligence is excluded. The foregoing limitations also apply for the benefit of our corporate bodies, legal representatives, employees and persons engaged in performing our obligations.

12.5 Subject to this Clause, our liability for loss of or damage to data is limited to the typical and necessary restoration expense that would also have arisen if the Customer had performed proper, risk-appropriate and regular data backups. This applies only insofar as the absence or inadequacy of backups caused the extent of the loss. The cases set out in Clause 12.1 remain unaffected.

12.6 Technical information, recommendations or advice provided free of charge outside the scope of performance owed under the contract do not create any independent advisory obligation, agreement as to quality or guarantee. The Customer remains responsible for assessing the suitability of such information for its particular application. Insofar as statutory liability arises for such information, our liability is governed exclusively by this Clause 12.

12.7 Statutory rules on the burden of proof are not varied to the Customer's detriment.

13. Retention of title

13.1 In relation to entrepreneurs

13.1.1 We retain title to delivered goods until all present and future claims arising from the ongoing business relationship have been paid in full. In the case of a current account, the retention of title secures the acknowledged balance.

13.1.2 The entrepreneur shall handle goods subject to retention of title with due care and, where customary in view of their type and value, insure them at its own expense at replacement value against fire, water and theft. It shall notify us without undue delay of attachments, damage or other access by third parties.

13.1.3 Any processing or transformation of goods subject to retention of title by the entrepreneur shall be carried out for us as manufacturer within the meaning of section 950 BGB without creating any obligation on our part. If goods subject to retention of title are processed, combined or inseparably mixed with items not belonging to us, we acquire co-ownership of the new item in the ratio of the invoice value of our goods subject to retention of title to the value of the other processed, combined or mixed items at the time of processing, combination or mixing.

If the entrepreneur acquires sole ownership of the new item by operation of law, it hereby transfers to us co-ownership in the ratio specified above; we accept the transfer. The entrepreneur shall hold the sole or co-ownership thereby created for us free of charge. In all other respects, the provisions governing goods subject to retention of title apply correspondingly to the new item.

13.1.4 The entrepreneur may resell goods subject to retention of title in the ordinary course of business. It hereby assigns to us the resulting claims in the amount of the invoice value of the goods subject to retention of title; we accept the assignment. It remains authorised to collect those claims. We may revoke that authority in the event of default in payment or a material risk to our claims and may request the information required for collection.

13.1.5 If the realisable value of the security sustainably exceeds our secured claims by more than 20%, we shall, at the entrepreneur's request, release security of our choice.

13.1.6 In the event of conduct in breach of contract, in particular default in payment, we may

rescind the contract and demand surrender in accordance with the statutory provisions. After prior coordination, the entrepreneur shall provide access to the goods subject to retention of title; this does not establish any right to take possession without authority.

13.2 In relation to consumers

13.2.1 In relation to consumers, we retain title to the delivered goods until the purchase price for those goods has been paid in full.

14. Software, rights of use and remote access

14.1 Where software forms part of a delivery or performance, the Customer is granted a simple, non-exclusive and - subject to licences expressly limited in time - perpetual right to use the software for its intended purpose in conjunction with the product, machine or installation for which it was supplied.

The right of use includes use by the Customer and by persons and service providers engaged by it for operation, maintenance and repair. The Customer may transfer the right of use to a third party together with the related product, machine or installation, provided that it ceases its own use and hands over or deletes all existing program copies. Separate transfer of the software requires our consent.

The scope and term of licences limited in time, by user, by location or by functionality are determined by the relevant contract.

14.2 All rights in standard software, pre-existing modules, libraries, development tools, interfaces, templates, algorithms and general development knowledge remain with us or the respective rights holder. This also applies where such elements are used, adapted or further developed as part of customer-specific development.

The grant of exclusive rights in customer-specific components requires an express agreement. Scope, territory, duration, modification rights, number of users, transferability, rights for affiliated companies, delivery of source code and documentation are governed by the relevant agreement. In the absence of an express provision, the Customer receives a simple right to use customer-specific components to the extent necessary to achieve the agreed contractual purpose.

14.3 The Customer may make necessary backup copies. Mandatory statutory rights relating to intended use, correction of errors, observation, study, testing and the achievement of interoperability remain unaffected. In all other respects, modification, decompilation, reproduction and distribution are permitted only to the contractually agreed or legally permissible extent.

14.4 Open-source software and third-party software are additionally subject to the respective licence terms communicated to the Customer. Where those terms mandatorily take precedence, they shall prevail.

14.5 Remote access for maintenance, diagnostic or support purposes shall take place only on a contractual basis, for the agreed purpose and subject to appropriate technical and organisational security measures. The Customer shall provide secure access, administer and restrict the necessary authorisations, and inform us before access of any special security, confidentiality and data-protection requirements.

Insofar as technically and economically reasonable, remote access shall be time-limited, authenticated and logged. Permanent access shall be established only if expressly agreed. Details concerning approvals, time windows, logging, contact persons, data protection, response times and IT security shall, where necessary, be agreed in a separate remote-maintenance agreement.

14.6 In relation to entrepreneurs, ongoing service, maintenance, monitoring, cloud and other support contracts have a minimum term of twelve months unless otherwise agreed in the individual contract. The minimum term begins on the agreed commencement date of the ongoing service or, in the absence of such agreement, when the ongoing service is first made available. The contract shall renew for successive periods of twelve months unless terminated by either party by giving three months' notice to the end of the relevant contractual term.

In relation to consumers, the initial contractual term shall not exceed twelve months. It begins on the agreed commencement date of the ongoing service or, in the absence of such agreement, when the ongoing service is first made available. After the initial term, the contract renews for an indefinite

period. The consumer may terminate the renewed contract at any time by giving no more than one month's notice. Electronic termination facilities prescribed by law, in particular under section 312k BGB, remain unaffected.

Either party's right to terminate for good cause remains unaffected. Good cause exists for us in particular if the Customer is in default with remuneration due on two consecutive due dates or with an amount equal to the remuneration for two due dates, and a reasonable payment deadline set by us expires without result. No additional deadline is required where dispensable by law or where waiting would be unreasonable for us.

To ensure clear documentation, notices of termination should be given at least in text form. Compliance with text form is not a condition of validity unless a particular form has been validly agreed in the individual case or is required by law.

15. Product, operational and machine data

15.1 Where a connected product or related service generates data, the statutory rights of access to and use of data apply, in particular under Regulation (EU) 2023/2854 (Data Act). Mandatory rights of the user are not restricted by these Terms and Conditions.

15.2 Insofar as required under Regulation (EU) 2023/2854 or other statutory provisions for the relevant connected product or related service, we shall inform the Customer before conclusion of the contract, in the product description, technical specification or a separate data schedule, in particular about:

- a) the type, format and estimated volume of product data and related service data, and whether those data are generated continuously and in real time;
- b) the intended storage of the data, in particular the storage location and retention period;
- c) the means by which the Customer may access, retrieve or erase the data or request that they be made available to third parties;
- d) our status as data holder or the identity and contact details of another data holder;
- e) the intended purposes for which we or another data holder may use non-personal data;
- f) the identity and contact details of the provider of a related service if different from the data holder;
- g) the means of communication by which the Customer may contact the data holder and exercise statutory rights of data access, provision and sharing; and
- h) the duration of the contract for a related service and the options for terminating it.

Where a data schedule is required by law for the relevant product or related service, it shall be provided to the Customer before conclusion of the contract and incorporated into the contract. Mandatory statutory rights to information, access and use remain unaffected.

15.3 We may collect, store, analyse, use or make available to third parties non-personal product, machine, usage and operational data only if and insofar as there is statutory permission or a transparent contractual agreement. The relevant data schedule shall specify in particular the data types concerned, purposes of use, authorised users, retention period, any recipients and technical and organisational safeguards.

Where a contractual agreement required by law for the use of non-personal data is absent, we shall not use the relevant data for our own purposes. Personal data shall be processed exclusively in accordance with applicable data-protection law. Statutory rights of access, sharing, switching and erasure remain unaffected.

15.4 Trade secrets shall be protected in connection with data access and provision in accordance with the statutory requirements. Where necessary, the parties shall agree appropriate safeguards without excluding mandatory rights of data access.

16. Cybersecurity and product modifications

16.1 The Customer shall install security-relevant updates provided by us within a period reasonable in the circumstances, comply with communicated security notices, protect credentials and interfaces against unauthorised access, and inform us without undue delay of identified vulnerabilities or security incidents relating to our products.

Adverse legal consequences of failure to install an update arise only insofar as we properly informed the Customer of the availability of the update and the consequences of failing to install it, provided suitable and comprehensible installation instructions, and the failure to install caused the relevant defect or loss. In relation to consumers, the statutory provisions governing update obligations take precedence.

16.2 Modifications to hardware, software, parameter settings or safety devices that have not been approved by us are made at the Customer's responsibility. Statutory rights in respect of defects cease only insofar as the modification caused the defect or loss. Statutory manufacturer and product-safety obligations remain unaffected.

16.3 The Customer may make notifications required by law to authorities or other authorised bodies. Insofar as legally and practically reasonable, security vulnerabilities should first be reported confidentially to us so that protective measures can be coordinated.

17. Know-how and confidentiality

17.1 The parties shall keep confidential all technical, commercial and other information made available to them in connection with the contract that is designated confidential or is recognisably confidential in the circumstances. They shall use such information only for performance of the contract and grant access only to persons who require it for that purpose and are appropriately bound to confidentiality.

17.2 The obligation does not apply to information demonstrably in the public domain, already lawfully known to the receiving party, lawfully obtained from an authorised third party, or independently developed. Disclosure required by law, an authority or a court remains permissible; the other party shall be informed in advance insofar as legally permissible.

17.3 The parties shall take confidentiality measures appropriate in the circumstances within the meaning of the German Trade Secrets Act (Geschäftsgeheimnisgesetz). Rights to disclose unlawful acts and other statutory disclosure rights remain unaffected.

17.4 The confidentiality obligation continues for five years after the end of the contract. For trade secrets, it continues beyond that period for as long as the statutory requirements for a trade secret are met.

17.5 After the end of the contract, confidential documents shall, upon request, be returned or erased unless statutory retention obligations, legitimate interests in preserving evidence, or backup copies that cannot technically be separated without disproportionate effort provide otherwise. Copies that remain shall continue to be treated as confidential.

17.6 All rights in our know-how existing before conclusion of the contract or developed independently of the relevant order, and in technical solutions, design principles, calculation methods, concepts, models, templates, tools, processes and other work results of general applicability, remain with us. This also applies where they are used, adapted or further developed in performing a Customer order.

Where project-specific work results protected by copyright or other intellectual property rights arise under an order, the Customer shall, upon full payment of the agreed remuneration, receive a simple, perpetual and worldwide right of use insofar as necessary for the contractually intended use, operation, maintenance, servicing, repair and sale of the product, machine or installation supplied by us. Any use beyond this scope, in particular separate reproduction, commercial exploitation, disclosure or use for replicas, requires our prior consent.

Documents, designs, data and other work results provided by the Customer remain the Customer's property or subject to its rights. The Customer grants us the rights of use necessary to perform the contract.

Rights in inventions and technical intellectual property rights are governed by the statutory provisions and any individual agreements. Clause 14 remains unaffected in relation to software and software-related work results.

18. Export control and compliance

18.1 Performance of the contract is subject to there being no applicable national, European or international rules of foreign trade, export control, customs or sanctions law that prevent

performance. The parties shall provide each other in good time, to a reasonable extent, with the information and documents required for review.

The Customer shall in particular inform us of the intended end user, destination country, intended use and any onward deliveries known to it, and shall provide in good time the end-use statements, permits and other evidence that it is responsible for obtaining. We are responsible for obtaining export licences for which we are responsible as exporter under the applicable provisions. We may suspend performance until a required export-control review has been completed or a required permit has been issued, provided that we carry out the review without undue delay or apply without undue delay for the permit that we are responsible for obtaining.

18.2 If performance is temporarily prohibited by mandatory provisions, the affected obligations shall be suspended for the duration of the prohibition. If performance is permanently unlawful, either party may terminate the affected part of the contract. Claims for damages exist only subject to Clause 12.

18.3 The Customer shall not directly or indirectly use, export, re-export, transfer or sell our deliveries, software, technology or technical documents in a manner that violates applicable export-control, customs, sanctions or other mandatory law. This applies in particular to prohibitions or restrictions concerning particular countries, territories, persons, organisations, end users or intended uses.

To the extent legally required, the Customer shall pass corresponding restrictions on to subsequent purchasers and other recipients and take reasonable measures to prevent circumvention. It shall inform us without undue delay of any breach or attempted circumvention of which it becomes aware.

Where special no-re-export or contractual clauses are required by law or directly applicable European Union rules for particular deliveries, they shall be included in the relevant individual contract. Mandatory statutory notification, information and cooperation obligations remain unaffected.

19. Data protection

19.1 We process personal data of Customers, contact persons and other data subjects in accordance with applicable data-protection law. Information about the controller, purposes, legal bases, recipients, retention periods and data-subject rights is provided in our privacy notices.

19.2 Where one party processes personal data on behalf of the other, the parties shall enter into any required data-processing agreement before processing begins. Joint controllership or independent controllership shall be governed separately where required.

19.3 Marketing communications shall take place only to the extent permitted by law. Statutory rights to object remain unaffected.

20. Assignment

20.1 In relation to entrepreneurs, assignment of non-monetary claims against us requires our prior consent, which shall not be unreasonably withheld. Section 354a HGB, statutory transfers of claims and assignments in the context of customary corporate financing remain unaffected.

20.2 The statutory provisions apply in relation to consumers. Statutory rights of assignment are not restricted.

21. Place of performance, governing law and jurisdiction

21.1 In relation to entrepreneurs, Deggendorf is the place of performance for payments. Deggendorf is the place of performance for deliveries unless otherwise agreed. Where assembly, commissioning or other performance at a specified site is owed, that site is the place of performance for the work to be carried out there without affecting the agreed jurisdiction. The statutory provisions apply in relation to consumers.

21.2 German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). In relation to consumers, this choice of law applies only

insofar as it does not deprive them of the protection of mandatory provisions of the state of their habitual residence.

21.3 If the Customer is a merchant (Kaufmann), a legal person under public law or a special fund under public law, Deggendorf is the exclusive place of jurisdiction. The same applies in relation to entrepreneurs that have no general place of jurisdiction in Germany. We may also bring proceedings against the entrepreneur at its general place of jurisdiction. Only the statutory places of jurisdiction apply to consumers.

21.4 If any provision of these Terms and Conditions is or becomes invalid, unenforceable or incomplete, the validity of the remaining provisions shall not be affected. The statutory provisions shall take the place of the invalid or missing provision (section 306(2) BGB).

22. Consumer dispute resolution

22.1 We are neither willing nor obliged to participate in dispute-resolution proceedings before a consumer arbitration body.

22.2 Mandatory statutory information obligations and statutory consumer rights remain unaffected.

23. Precedence and version

23.1 For new contracts, these Terms and Conditions replace the 2018 Terms and Conditions of Delivery from the time they are incorporated. Contracts already concluded remain governed by the version agreed when the contract was concluded unless the parties agree an amendment.

23.2 Version of these Terms and Conditions of Delivery and Performance: 13 August 2026.