

General Terms and Conditions of Delivery of the SUPPLIER

I. Basic provisions

1. Scope / General

- 1.1. These General Terms and Conditions of Delivery apply to all deliveries of products by a company of the Phoenix Contact group with its registered office in Germany (the respective company is referred to in the following as "**SUPPLIER**") to the customer (referred to in the following as "**CUSTOMER**"). SUPPLIER and CUSTOMER shall hereinafter individually or collectively be referred to as "party" or "parties".
- 1.2. These General Terms and Conditions of Delivery are applied exclusively to entrepreneurs under the meaning of Section 14 German Civil Code ("Bürgerliches Gesetzbuch"). Furthermore, they apply to persons under public law and special funds under public law.
- 1.3. Deviating or supplemental General Terms and Conditions of the CUSTOMER do not apply and are thus not a part of the agreement even if the SUPPLIER does not explicitly refute them.
- 1.4. If a framework agreement or other agreements have been concluded with the CUSTOMER by the SUPPLIER with regard to the delivery of products, these shall take precedence. They will be supplemented by these General Terms and Conditions of Delivery unless more specific provisions are made therein. If there are contradictions between these agreements and the General Terms and Conditions of Delivery, the rules of the agreements take precedence.

2. Definitions

AFFILIATED COMPANY refers to any company that, in each case, directly or indirectly (i) controls another company; (ii) is controlled by another company; or (iii) is under joint control of several companies, where "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through direct or indirect ownership of more than fifty percent (50%) of the voting capital, by contract or otherwise) of a person.

BUSINESS DAYS refer to calendar days from Monday to Friday with the exception of statutory public holidays at the location where the SUPPLIER has its registered office, as well as December 24 and December 31 of every calendar year.

CONFIDENTIAL INFORMATION is all information and documents of the respective other party that is marked as confidential or has been expressly marked as such before provision. However, in all cases, conditions and prices that the SUPPLIER makes known to the CUSTOMER are CONFIDENTIAL INFORMATION. No CONFIDENTIAL INFORMATION is such information (a) which is proven to have already been known to the RECIPIENT at the time of the conclusion of the INDIVIDUAL AGREEMENT or which becomes known thereafter from a third party without violating a confidentiality agreement, statutory provisions, or

government directives, or (b) which is publicly known at the time of the conclusion of the INDIVIDUAL AGREEMENT or which is made publicly known thereafter, provided this is not based on a violation of these confidentiality obligations, or (c) which has been developed by the RECIPIENT independently and without relying on CONFIDENTIAL INFORMATION or in accordance with the exceptions regulated in this point lit. (a) – (b) above.

CONTRACT YEAR in terms of these General Terms and Conditions of Delivery refers to a period of one (1) year respectively beginning at the moment that the respective INDIVIDUAL AGREEMENT comes into effect.

CONTRACTUAL PRODUCTS are material goods including DOCUMENTATION that are the result of a production process, which the SUPPLIER delivers to the CUSTOMER based on an INDIVIDUAL AGREEMENT.

COSTS refer to material production and / or material and / or product procurement costs, wage and non-wage costs, social security contributions, as well as energy costs and costs due to environmental regulations, currency regulations, customs change, freight rates, and / or public fees.

DISCLOSER refers to the party who discloses CONFIDENTIAL INFORMATION.

DOCUMENTATION refers to the product documentation for the respective CONTRACTUAL PRODUCT that is required by law at the place of delivery and which is provided by the SUPPLIER.

ELECTRONIC FORM is at least a simple electronic signature that is maintained by using the electronic signature in the sense of a secured electronic signature procedure that authenticates the identity of the signatories and that, in accordance with the regulations in force by law at the place of conclusion, ensures the integrity / inviolability of the INDIVIDUAL AGREEMENT in an electronic format.

EU SANCTIONS refer to the EU sanctions packages in its respectively valid version, especially Regulation (EU) 2025/390 and implementing Regulation (EU) 2025/389, Regulation (EU) 2025/395, Art. 12g, 12ga of Regulation (EU) 833/2014 and Art. 8g of Regulation (EU) 765/2006 against Russia and / or Belarus.

FORCE MAJEURE in the context of these General Terms and Conditions of Delivery and the respective INDIVIDUAL AGREEMENT refers solely to any prolonged (i.e., lasting not less than 14 calendar days) external event originating outside of the scope of business operations through elementary forces of nature or the actions of third parties that is unforeseeable on the basis of human judgment and experience and impossible to prevent or render harmless using economically reasonable means, even through the most extreme exercise of caution which may reasonably be expected given the circumstances, and which on the basis of its frequency cannot be presumed by the parties, e.g., war, the threat of war, natural disasters, or epidemics / pandemics. FORCE MAJEURE is also deemed to include strikes, lock-outs, official

intervention, shortages of power and raw materials, transport bottlenecks or obstacles, and operational hindrances - e.g., fire, flooding, and machine damage, cyber attacks and all other obstacles that, viewed objectively, have not been culpably caused by the SUPPLIER. A case of FORCE MAJEURE is given if the event leading to FORCE MAJEURE has occurred at the SUPPLIER and / or at the SUPPLIER's suppliers or subcontractors.

INDIVIDUAL AGREEMENT refers to any agreement that is concluded between the CUSTOMER and the SUPPLIER in the form of a quotation, order, or order confirmation based on these General Terms and Conditions of Delivery.

MATERIAL CONTRACTUAL OBLIGATIONS refer to those obligations whose fulfillment is a necessary prerequisite for the proper performance of this agreement and on whose observance the parties may consistently rely.

RECIPIENT refers to the party who receives CONFIDENTIAL INFORMATION.

SANCTIONED COUNTRIES refer to the countries and / or territories designated in the EU SANCTIONS, in particular the Russian Federation, Russian-occupied territories, and / or Belarus.

TEXT FORM refers to the legible reproduction of a declaration of intent, in particular an email or a letter, which allows the clear identification of the respective party. An electronic and / or handwritten signature of the respective party is not required.

THIRD PARTY RIGHTS refer to registered and non-registered industrial property rights and similar rights as well as to application for and entitlement to these rights in the contract territory (in particular patents, marks, copyrights, designs, and ancillary copyrights) of all parties which are not parties to these General Terms and Conditions of Delivery or any INDIVIDUAL AGREEMENT. The contract territory is the European Union, USA and China.

WRITTEN FORM requires – unless otherwise stipulated in the INDIVIDUAL AGREEMENT – that the declaration of intent is signed by the person or persons authorized to properly represent the respective party with their own name and transmitted to the other party as original or as fax. WRITTEN FORM may be substituted by the ELECTRONIC FORM.

3. Conclusion of contract / procurement risk / scope of performance

- 3.1. The quotations of the SUPPLIER are subject to change without notice, unless they are explicitly marked as binding or contain explicitly binding promises or the binding nature has been explicitly agreed upon in any other way. They are calls for orders.
- 3.2. The CUSTOMER is bound to its order for fourteen (14) BUSINESS DAYS, for five (5) BUSINESS DAYS if the order is in TEXT FORM, following receipt of the order by the SUPPLIER.
- 3.3. An INDIVIDUAL AGREEMENT shall only be realized between the parties if the SUPPLIER confirms the relevant order at least in TEXT FORM. The confirmation may be replaced on the part of the

SUPPLIER by the performance of the delivery and / or performance.

- 3.4. A termination and / or cancellation of an INDIVIDUAL AGREEMENT by a party is only possible with the consent of the other party.
- 3.5. The SUPPLIER's obligation to perform relates exclusively to performance from the SUPPLIER's own stock of goods. With the present INDIVIDUAL AGREEMENT, the SUPPLIER does not assume any procurement risk, even for the delivery of generic goods, unless this is expressly agreed between the parties.
- 3.6. The SUPPLIER is entitled to make excess or short deliveries of up to 5% of the agreed delivery quantity if the excess or short delivery is not unreasonable for CUSTOMER.
- 3.7. The SUPPLIER is furthermore entitled to deliver CONTRACTUAL PRODUCTS with commercially common deviations in quality, dimensions, weight, color, and equipment. Such CONTRACTUAL PRODUCTS will be considered in accordance with the contract.
- 3.8. Information and explanations regarding the CONTRACTUAL PRODUCTS by the SUPPLIER or by commercial agents are given solely on the basis of their previous experience. Such information and explanations do not constitute any properties or guarantees with regard to the CONTRACTUAL PRODUCTS. A guarantee shall only be deemed to have been assumed by the SUPPLIER if a property and / or a performance success is described in WRITTEN FORM as "legally guaranteed".
- 3.9. Insofar as the SUPPLIER provides instructions for use / application, these are written with customary care in the industry, but do not release the CUSTOMER from the obligation to carefully examine the CONTRACTUAL PRODUCTS with regard to their suitability for the intended purpose by the CUSTOMER. Unless otherwise agreed, the CUSTOMER is in any case obliged to check the usability of the CONTRACTUAL PRODUCTS for the intended use by the CUSTOMER.
- 3.10. The SUPPLIER has no obligation to perform any safety-related review of the design instructions, circuit diagrams, samples, and other technical instructions provided by the CUSTOMER. If one of the above-mentioned instructions is the cause of damage, the CUSTOMER indemnifies the SUPPLIER from any liability.
- 3.11. The CONTRACTUAL PRODUCTS of the SUPPLIER shall comply with the recognized rules of technology at the time of the conclusion of the INDIVIDUAL AGREEMENT, unless otherwise stipulated in the respective INDIVIDUAL AGREEMENT.

4. Setup and assembly

- 4.1. The assembly of the CONTRACTUAL PRODUCTS is only owed by the SUPPLIER if this has been explicitly agreed between the parties in TEXT FORM. The following provisions apply to the setup and assembly of the CONTRACTUAL PRODUCTS if not otherwise agreed in WRITTEN FORM.
- 4.2. The CUSTOMER, at its own expense, shall assume and provide in good time: (a) all earthwork, construction work, and other ancillary work outside

the industry, including the skilled and unskilled labor, building materials, and tools required for this purpose; (b) the commodities and materials required for assembly and commissioning, such as scaffolding, lifting equipment, and other devices, fuels, and lubricants; (c) power and water at the location of use, including connections, heating, and lighting; (d) at the assembly site, for the storage of machine parts, apparatus, materials, tools, etc., sufficiently large, suitable, dry and lockable rooms and, for the assembly personnel, adequate working and recreation rooms, including sanitary facilities appropriate to the circumstances; in all other respects, the CUSTOMER shall, for the protection of the tools and working materials of the SUPPLIER and of the assembly personnel employed by it at the assembly site, take the measures which it would take for the protection of its own property; (e) protective clothing and protective devices which are required as a result of special circumstances at the assembly site.

- 4.3. Before beginning installation or assembly, without being requested to do so, the CUSTOMER shall provide the SUPPLIER and its agents with the necessary information on the location of concealed electricity, gas, water lines, or similar installations, as well as the required structural data.
- 4.4. The CUSTOMER shall ensure that, prior to the start of setup or assembly, the provisions and objects required by the CUSTOMER for the start of the work are available at the setup or assembly site and that all preparatory work has progressed to such an extent that setup or assembly can be started as agreed and carried out without interruption. This also includes, in particular, that access roads and the installation or assembly site are leveled and cleared.
- 4.5. If there is a delay in installation, assembly, or commissioning, the CUSTOMER shall bear to a reasonable extent the costs of waiting time and additional necessary travel incurred by the SUPPLIER, its employees, and agents caused by the delay. This does not apply if the CUSTOMER is not responsible for the delay.
- 4.6. The CUSTOMER shall immediately certify the completion of installation, assembly, or commissioning to the SUPPLIER in WRITTEN FORM.

5. Changes to the CONTRACTUAL PRODUCTS

- 5.1. The SUPPLIER is entitled to further develop the CONTRACTUAL PRODUCTS and to make modifications (such as to infrastructure, security, technical configurations, application functions, etc.) and to adapt the product description accordingly, but always provided that the changes do not result in a material reduction of the functions and functionalities or of the performance, security, or availability of the CONTRACTUAL PRODUCTS as agreed for the CUSTOMER at the time of acquisition.
- 5.2. If the SUPPLIER ascertains that the design instructions, circuit diagrams, samples, and other technical instructions provided by the CUSTOMER result in significant safety deficiencies in the CONTRACTUAL PRODUCT, the SUPPLIER will notify the CUSTOMER immediately. If the

CUSTOMER insists on the design and manufacture of the CONTRACTUAL PRODUCT on the basis of its instructions without being able to explain the safety in a plausible and comprehensible manner when the instructions are followed, the SUPPLIER shall be entitled to refuse performance. The CUSTOMER shall be obliged to compensate the performances rendered by the SUPPLIER up to this point in time.

6. Samples and / or prototypes

- 6.1. The SUPPLIER and the CUSTOMER can agree upon the provision of samples and / or prototypes (referred to as "SAMPLES" in the following). SAMPLES are characterized in particular by being marked with "sample", "prototype", "M", or similar identification. The provision of SAMPLES, unless individual agreements or other arrangements have been made, is conclusively regulated in the following.
- 6.2. The SAMPLES are development, trial, preliminary, and / or installation versions which have only been partially tested, may be incomplete, and are provided to the CUSTOMER for testing purposes only.
- 6.3. The SAMPLES may only be used in accordance with the respectively approved purpose and at the approved location. When released as SAMPLES, they have not yet been sufficiently tested to be used in an operation under series conditions. The SAMPLES must therefore be used under protected conditions in a secure test environment to prevent damage to other objects or people and must not be used in live operations (production systems). In addition, the SAMPLES may only be used in such a way that uninvolved third parties and their employees cannot be harmed, even in the event of SAMPLES failure. The SAMPLES are to be used only by skilled people, separated spatially and while using protective equipment. The CUSTOMER must instruct the personnel used accordingly and point out the dangers due to the lack of readiness for series production and the functional restrictions.
- 6.4. The properties of SAMPLES are only part of the agreement if this has been agreed on explicitly in WRITTEN FORM.
- 6.5. If the SUPPLIER performs on the basis of a SAMPLE, deviations from the SAMPLE in the delivered CONTRACTUAL PRODUCT are permissible and do not justify complaints and claims against the SUPPLIER if they are customary in the trade and any agreed specifications are met by the delivered CONTRACTUAL PRODUCT, unless agreed otherwise.
- 6.6. The information provided, also in particular with regard to suitability, does not exclude the need for an independent inspection by the CUSTOMER and may not be used without verification.
- 6.7. Passing on the SAMPLES provided as well as any documentation enclosed to third parties in full, in part or as a copy, is prohibited.

7. Delivery / time of performance / delay / selfdelivery reservation

- 7.1. The delivery of the CONTRACTUAL PRODUCTS will be made FCA at the registered office of the SUPPLIER (Incoterms® 2020), unless otherwise expressly agreed between the parties.

- 7.2. The delivery dates stated in the order confirmation shall be binding as long as this is bindingly designated in the order confirmation. Otherwise, the SUPPLIER will endeavor to comply with this to the best of its ability. The SUPPLIER will inform the CUSTOMER about any delays. If the SUPPLIER notifies the CUSTOMER of a new delivery and / or performance date and the CUSTOMER does not reject this delivery date within five (5) BUSINESS DAYS of receipt of this notification, this date shall be deemed to be the newly agreed delivery and / or performance date. Deadlines for the delivery begin with the receipt of the order confirmation from the SUPPLIER by the CUSTOMER. If the CUSTOMER has requested changes after the order, a new reasonable period for delivery shall begin with confirmation of the change by the SUPPLIER.
- 7.3. Deliveries before the end of the performance period are permitted. Partial deliveries by the SUPPLIER are also permissible unless they are unreasonable to the CUSTOMER.
- 7.4. In case of a delay by the SUPPLIER, the CUSTOMER is entitled, after setting a reasonable grace period with the threat of rejection of delivery and / or service, to terminate the INDIVIDUAL AGREEMENT affected by the delay in each case with regard to the delayed part, unless the SUPPLIER fulfills it beforehand. If the CUSTOMER has already provided consideration to the SUPPLIER, which is attributable to the terminated part of the INDIVIDUAL AGREEMENT, the SUPPLIER shall reimburse the CUSTOMER for this consideration.
- 7.5. If the SUPPLIER does not receive any, only partial, and / or no timely deliveries or services from its sub-suppliers / subcontractors for the performance of its contractual deliveries and / or services owed for reasons for which it is not responsible, despite proper and sufficient coverage prior to the conclusion of the respective INDIVIDUAL AGREEMENT with the CUSTOMER in accordance with the quantity and / or the quality from its delivery or service agreement with the CUSTOMER (congruent coverage), the SUPPLIER shall inform the CUSTOMER without delay. In this case, the SUPPLIER is entitled to delay performance of the delivery / service for the duration of the disruption. If the hindrance lasts more than 30 calendar days, both parties are entitled to cancel the part of the delivery not yet performed. Further claims by the CUSTOMER, in particular to compensation for damages, are excluded in this case.
- 7.6. The SUPPLIER is not in delay as long as the CUSTOMER is in default with the fulfillment of obligations towards the SUPPLIER, including those from other contracts, unless the CUSTOMER has provided security in accordance with Section 273 para. 3 of the German Civil Code ("Bürgerliches Gesetzbuch").
8. **Packaging / loading equipment**
 - 8.1. The CUSTOMER is entitled to return transport packaging from deliveries of the SUPPLIER to the registered office of the SUPPLIER. The packaging must be clean, free of foreign substances, and sorted by material. Otherwise, the SUPPLIER is entitled to charge the CUSTOMER for additional costs incurred during disposal.
 - 8.2. If the SUPPLIER provides the CUSTOMER with loading equipment, this must be clean and free of foreign substances. Otherwise, the SUPPLIER is entitled to charge the CUSTOMER for additional costs incurred during cleaning, if a delivery without prior cleaning is not possible, or if damage and / or impairment of the CONTRACTUAL PRODUCTS is to be feared.
 - 8.3. Loaned pallets and loading equipment from the SUPPLIER remain the property of the SUPPLIER and must be returned in perfect condition with the next delivery / collection. It is permitted to return equivalent pallets or pallets of the same type in accordance with the following regulations. If they are not returned within one month after delivery, the SUPPLIER is entitled to charge the CUSTOMER its original price for the pallets or loading equipment lent to the CUSTOMER. Interchangeable pallets are exchanged 1:1 in accordance with the applicable UIC standard. Costs incurred by the SUPPLIER due to the fact that a 1:1 pallet exchange is not possible (e.g., due to the involvement of pallet service providers) shall be borne by the CUSTOMER.
9. **Prices / terms of payment / payment delay / defense of uncertainty / right of retention and offset**
 - 9.1. Unless otherwise explicitly agreed between the parties, the prices of the current German euro price list of the SUPPLIER shall apply, which the SUPPLIER will provide to the CUSTOMER free of charge upon request. The contractually agreed remuneration and / or the contractually agreed prices are not fixed prices.
 - 9.2. All listed prices are ex works or warehouse and do not include the legally applicable value added tax. Transport packaging, freight, postage and - if transport insurance has been agreed upon - insurance costs as well as other fees and public charges for the delivery are not included in the price.
 - 9.3. The SUPPLIER is entitled to unilaterally increase the remuneration and / or prices accordingly in case of increase of any COST if it directly or indirectly affects the cost of production or procurement of goods or the cost of the contracted supplies and / or services and if there are more than two (2) months between the conclusion of the respective INDIVIDUAL AGREEMENT and delivery from the respective INDIVIDUAL AGREEMENT. An increase in the aforementioned sense shall be excluded to the extent that the cost increase in any or all of the aforementioned COSTS is offset by a cost reduction in any other of the aforementioned COSTS with respect to the total cost burden for the delivery and / or service (netting). If COSTS are reduced without the cost reduction being offset by an increase in other COSTS, the cost reduction shall be passed on to the CUSTOMER as part of a reduction in remuneration and / or prices.
 - 9.4. If the new remuneration and / or the new price is 20 % or more above the original remuneration and / or the original price due to the right to adjust the

price listed under point I.9.3., the CUSTOMER shall be entitled to cancel the affected INDIVIDUAL AGREEMENT for the part not yet fulfilled. However, the CUSTOMER may enforce this right against the SUPPLIER only immediately after notification at least in TEXT FORM of the increased remuneration and / or the increased price.

- 9.5. The SUPPLIER is entitled to charge a minimum value surcharge for orders of the CUSTOMER, in the absence of any other express agreement between the parties. This minimum value surcharge will be communicated to the CUSTOMER in the respective offer, order confirmation, or invoice.
- 9.6. Payments by the CUSTOMER are to be made net within 14 calendar days after invoicing by the SUPPLIER. Even in case of deviating and / or contradictory terms of payment within the scope of the INDIVIDUAL AGREEMENT, the beginning of the time limit is in any case the date of invoicing by the SUPPLIER.
- 9.7. The date of payment is the date on which the money is received by the SUPPLIER or credited to the account of the SUPPLIER or to the account of the paying agent it specifies.
- 9.8. A delay of payment by the CUSTOMER under the meaning of Section 286 of the German Civil Code ("Bürgerliches Gesetzbuch") may cause all payment claims arising from the business relationship with the CUSTOMER to become due immediately.
- 9.9. If terms of payment are not met or circumstances become known or apparent which, according to the SUPPLIER's due commercial discretion, give rise to justified doubts about the creditworthiness of the CUSTOMER, including such facts which already existed at the time of conclusion of contract but which were not known or should not have been known to the SUPPLIER, the SUPPLIER shall be entitled, without prejudice to further statutory rights in such cases, to stop further work on current INDIVIDUAL AGREEMENTS and to demand advance payments or the provision of reasonable, customary securities, for example in the form of a bank guarantee from a German credit institution affiliated with the deposit protection fund, for deliveries still outstanding. After the unsuccessful expiration of a reasonable grace period for the provision of such securities, the SUPPLIER shall be entitled – without prejudice to further statutory rights – to withdraw from the INDIVIDUAL AGREEMENT with regard to the part not yet fulfilled. The CUSTOMER is obligated to compensate the SUPPLIER for all damages resulting from the non-performance of the INDIVIDUAL AGREEMENT.
- 9.10. The CUSTOMER may only set off counterclaims that are undisputed or have become legally binding or assert a right of retention on account of such claims.
- 9.11. Incoming payments are first used to repay costs, then interest, and finally principal receivables in the order of their age. Any conflicting provision of the CUSTOMER at the time of payment is irrelevant.
- 9.12. (i) Default by the CUSTOMER. (i) If the CUSTOMER fails to pay due claims of the SUPPLIER, the CUSTOMER shall pay interest on the due claims at a rate of nine (9) percentage points above the base interest rate of the German Bundesbank. If the law

applicable to the SUPPLIER provides for a different mandatory interest rate in the event of default in payment, such mandatory interest rate shall apply accordingly. (ii) If the CUSTOMER is in default with a due payment, the SUPPLIER shall issue a reminder to the CUSTOMER. If the CUSTOMER still fails to pay after this reminder, the SUPPLIER shall be entitled to switch the CUSTOMER to advance payment for all current and future INDIVIDUAL AGREEMENTS.

10. Retention of title

- 10.1. The respectively delivered CONTRACTUAL PRODUCTS shall remain the sole property of the SUPPLIER until full payment has been made for these CONTRACTUAL PRODUCTS. The CUSTOMER is only permitted to sell the CONTRACTUAL PRODUCTS subject to retention of title ("**RETAINED PRODUCTS**") and to process them or in particular to transform, combine, mix, or blend them with other goods (hereinafter jointly referred to as "**PROCESSING**") or to resell the resulting new product within the scope of the ordinary course of business.
- 10.2. The CUSTOMER hereby assigns to the SUPPLIER any claims arising from the resale of the RETAINED PRODUCTS; the SUPPLIER hereby accepts said assignment. If the CUSTOMER sells the RETAINED PRODUCTS after PROCESSING, the assignment of claims shall only apply in the amount of the portion which corresponds to the price agreed between the parties plus a safety margin of 10 % of this price. Pending revocation, the CUSTOMER is authorized to collect assigned claims from resale. In case of revocation, the CUSTOMER is obligated, at the request of the SUPPLIER, to provide the SUPPLIER with the information necessary to assert its rights and to hand over any necessary documents.
- 10.3. Retention of title extends to the full value of the products resulting from PROCESSING by the CUSTOMER, whereby the SUPPLIER is considered the manufacturer. In the case that third party or the CUSTOMER's ownership rights are retained within the scope of PROCESSING with other goods, the SUPPLIER shall acquire co-ownership in proportion to the invoice values of the processed goods. Apart from this, the same shall apply to the resulting product as to the RETAINED PRODUCTS.
- 10.4. Pledging or security transfers are not permitted. In the event of third-party access to the RETAINED PRODUCTS, in particular seizures, the CUSTOMER shall provide due notification of the SUPPLIER's ownership and shall inform the SUPPLIER without delay so that the SUPPLIER can assert its ownership rights.
- 10.5. If, in the case of deliveries outside the country of importation, certain measures and / or declarations of the ordering CUSTOMER are necessary for the effectiveness of the aforementioned retention of title or the other rights of the SUPPLIER on the part of the CUSTOMER, the CUSTOMER shall inform the SUPPLIER thereof at the least in TEXT FORM and shall carry out such measures and / or declarations at its own expense without delay. The SUPPLIER will cooperate with this in the necessary scope. If the law

of the importing country does not permit a retention of title, but allows the SUPPLIER to reserve other economically equivalent property security rights to the RETAINED PRODUCTS, the SUPPLIER may exercise all rights of this kind at reasonable discretion. The provision of the preceding sentence 1 shall apply accordingly. Insofar as an economically equivalent security of the claims of the SUPPLIER against the CUSTOMER is not achieved by this, the CUSTOMER is obligated to immediately provide the SUPPLIER with other legally suitable securities relating to the RETAINED PRODUCTS or other securities at reasonable discretion of the SUPPLIER at its own expense. If the SUPPLIER has a unilateral right to determine performance in accordance with the aforementioned provisions, the right to judicial review and amendment of the performance determination carried out by the SUPPLIER shall remain unaffected.

11. Non-disclosure

- 11.1. The parties agree to treat CONFIDENTIAL INFORMATION as confidential and not to share it with third parties or make it accessible to them. This obligation exists for a period of five (5) years after discontinuation of the respective INDIVIDUAL AGREEMENT.
- 11.2. If CONFIDENTIAL INFORMATION must be disclosed due to legal obligations or by order of a court or authority, the RECIPIENT obligated to disclose will, to the extent permissible and possible, notify the other party in advance and give it the opportunity to object to the disclosure.
- 11.3. The SUPPLIER is entitled to grant access to CONFIDENTIAL INFORMATION to (a) lawyers, auditors and other advisors, (b) technical service providers (e.g. computer center operators, host providers, cloud providers) and / or (c) third parties reasonably involved in the execution of corporate transactions relating to the SUPPLIER (e.g. merger, corporate sale or sale of shares) and / or (d) AFFILIATED COMPANIES of the SUPPLIER, provided that (i) this is necessary to protect the justified interests of the SUPPLIER and (ii) the RECIPIENTS in each case are either subject to a statutory obligation to maintain professional secrecy or have consented to non-disclosure obligations beforehand which are essentially in line with those of these General Terms and Conditions of Delivery.

12. Warranty / notice of defect

- 12.1. The SUPPLIER warrants that the CONTRACTUAL PRODUCT is of the quality described in the product description. If there is a quality agreement between the parties, the scope of the deliveries and / or performances owed shall be governed exclusively by this quality agreement.
- 12.2. The limitation period for claims by the CUSTOMER for breaches of obligation in the form of material or defect of title is twelve (12) months following delivery. In the case of an unwarranted refusal of delivery or rejection of goods, limitation begins the moment notice has been given that goods are ready for receipt; in all other cases, limitation begins on the risk transfer date. This shall not apply for rights of

compensation arising from a guarantee or an assumption of procurement risk as per Section 276 of the German Civil Code ("Bürgerliches Gesetzbuch"), to claims in accordance with point I.14.2. (i) to (iii) or when a longer limitation period has been stipulated as mandatory in cases pertaining to Sections 445a, 445b, 478 of the German Civil Code ("Bürgerliches Gesetzbuch") (recourse in the supply chain), Section 438 para 1 no. 2 of the German Civil Code ("Bürgerliches Gesetzbuch") (Construction of structures and supply of goods for structures), Section 634a para 1 no. 2 of the German Civil Code ("Bürgerliches Gesetzbuch") (construction defects), or is otherwise required by law. The above provision does not imply a reversal of the burden of proof.

- 12.3. If the CONTRACTUAL PRODUCTS contain a defect, the SUPPLIER is obligated at its discretion to immediately remedy the defect or deliver a replacement at the SUPPLIER's expense and risk. The SUPPLIER is obligated to bear all costs incurred in the scope of supplementary performance (Nacherfüllung). This includes, among other things, in addition to the costs of transport, workers' travel, work, and material, the necessary expenses for the installation and removal of the defective CONTRACTUAL PRODUCT that are incurred because the CONTRACTUAL PRODUCT has been installed in other products or equipment. Claims by the CUSTOMER in accordance with the aforementioned sentence, however, remain excluded insofar as the supplementary performance costs increase due to the fact that the CONTRACTUAL PRODUCTS have been brought to a location other than the place of delivery or the registered office of the CUSTOMER, unless the transfer corresponds to their intended or contractually stipulated use.
- 12.4. If the supplementary performance (Nacherfüllung) (i) is not carried out by the SUPPLIER within a reasonable period of time set by the CUSTOMER or (ii) is finally refused by the SUPPLIER or (iii) is unreasonable for the CUSTOMER or (iv) has failed twice, the CUSTOMER is entitled (i) to reduce the agreed purchase price or (ii) to cancel the respective INDIVIDUAL AGREEMENT with effect for the past and / or (iii) to claim reimbursement of expenses and / or (iv) to claim compensation for damages. This shall also be correspondingly valid for claims for reimbursement of expenses by the CUSTOMER in accordance with section 445a of the German Civil Code ("Bürgerliches Gesetzbuch"), provided that the final agreement in the supply chain is not a consumer good purchase.
- 12.5. Claims filed by the CUSTOMER for reimbursement of expenses in accordance with Section 445a German Civil Code ("Bürgerliches Gesetzbuch") (supplier regress) shall also expire twelve (12) months from the beginning of the statutory limitation period, provided that the final agreement in the supply chain is not a consumer good purchase. Additionally, such recourse claims by the CUSTOMER against the SUPPLIER shall only be valid insofar as the CUSTOMER has not concluded

any agreement with its buyer that exceeds statutory claims for defects.

- 12.6. If a new CONTRACTUAL PRODUCT is delivered in the scope of supplementary performance (Nacherfüllung), the warranty period for the replaced CONTRACTUAL PRODUCT will begin anew from the time of the transfer of risk of the new delivery in accordance with point I.12.2. In the event of the repair of the defective CONTRACTUAL PRODUCT, the warranty period as per point I.12.2. will begin anew only with respect to the respective defect for the defective part of the CONTRACTUAL PRODUCT repaired by the SUPPLIER.
- 12.7. The withdrawal of the CUSTOMER is excluded, insofar as the breach of obligation is insignificant, unless the SUPPLIER has assumed the procurement risk according to Section 276 of the German Civil Code ("Bürgerliches Gesetzbuch") or a guarantee for the performance.
- 12.8. Warranty claims of the CUSTOMER are excluded in cases where the CONTRACTUAL PRODUCT either (i) has been modified by the CUSTOMER or other third parties and the defect is due to this modification; and / or (ii) has not been used or applied by the CUSTOMER as intended and / or; (iii) has been manufactured in accordance with drawings, models, or other equivalent descriptions or specifications of the CUSTOMER provided by the CUSTOMER and the SUPPLIER could not or should not have recognized the defect.
- 12.9. In case of defects in the CONTRACTUAL PRODUCTS, Section 377 of the German Commercial Code ("Handelsgesetzbuch") applies to the CUSTOMER's duty to inspect and to give notice of defects, provided that the CUSTOMER notifies the SUPPLIER in WRITTEN FORM.
- 12.10. If a notice of defect is unjustifiably given due to a culpable behavior of the CUSTOMER, the SUPPLIER is entitled to charge the CUSTOMER for the costs it incurs due to this.
- 12.11. Point I.13. applies supplementarily to legal defects.
- 12.12. Point I.12. subsequently describes the scope for which the SUPPLIER has a warranty obligation.

13. THIRD PARTY RIGHTS

- 13.1. Unless otherwise agreed between the parties, the SUPPLIER is obligated to deliver the CONTRACTUAL PRODUCTS only in the country of the place of delivery without a violation of THIRD PARTY RIGHTS that do not interfere with the contractual use of the CONTRACTUAL PRODUCTS.
- 13.2. The parties shall inform each other in writing without delay in the event that third parties claim infringement of THIRD PARTY RIGHTS arising from the use and / or distribution of the agreed deliveries and / or performances.
- 13.3. Further claims of the CUSTOMER due to the violation of THIRD PARTY RIGHTS shall be governed by the statutory provisions, unless otherwise agreed in these General Terms and Conditions of Delivery.
- 13.4. The CUSTOMER shall not sustain the asserted violation of rights without the prior consent of the SUPPLIER and shall either leave any disputes, including any out-of-court settlements, entirely to the

SUPPLIER or shall conduct them strictly in consultation with the SUPPLIER. The SUPPLIER shall reimburse the CUSTOMER for any necessary legal defense fees and expenses insofar as these are based on the fact that the appropriate defensive measures and settlement negotiations are, or must be, the prerogative of the CUSTOMER on a legal basis. Insofar as the CUSTOMER is at fault for the violation of rights, claims against the SUPPLIER are excluded.

- 13.5. If the CUSTOMER suspends use of the CONTRACTUAL PRODUCTS as a result of a third party assertion of a violation of rights without a judicial or administrative order, the CUSTOMER shall be obligated to notify the claimant of the asserted violation of rights that this suspension of use does not imply any acknowledgment of a violation of THIRD PARTY RIGHTS.
- 13.6. If third parties assert claims against the CUSTOMER before the expiry of the warranty period due to the violation of THIRD PARTY RIGHTS, and the use of the CONTRACTUAL PRODUCTS is restricted or prohibited due to this violation, the SUPPLIER shall, at its option, at the SUPPLIER's expense (i) modify the respective CONTRACTUAL PRODUCTS in such a way that they fall outside the scope of protection of the asserted property right or (ii) obtain the authorization that the respective CONTRACTUAL PRODUCTS can be used for the CUSTOMER without infringement of THIRD PARTY RIGHTS. If it is not possible for the SUPPLIER to implement the aforementioned measures with economically justifiable effort, the SUPPLIER is entitled to extraordinarily terminate the INDIVIDUAL AGREEMENT relating to the CONTRACTUAL PRODUCTS concerned. Further claims of the CUSTOMER due to the violation of THIRD PARTY RIGHTS shall be governed by the statutory provisions, unless otherwise agreed in these General Terms and Conditions of Delivery.

14. Liability

- 14.1. The liability of the SUPPLIER for breaches of obligations arising from or in connection with the INDIVIDUAL AGREEMENTS, in particular for compensation for damages and reimbursement of expenses, as well as claims arising from indemnification obligations, shall be governed by this point unless expressly regulated otherwise in these General Terms and Conditions of Delivery.
- 14.2. The SUPPLIER shall be liable without limitation in case of (i) intentional or grossly negligent breach of obligation; (ii) injury to life, body, or health; (iii) assumption of a guarantee; or (iv) legally mandatory liability guarantee, such as in accordance with the German Product Liability Act ("Produkthaftungsgesetz").
- 14.3. In case of a slightly negligent violation of MATERIAL CONTRACTUAL OBLIGATIONS, the SUPPLIER's liability shall be limited to the foreseeable damage typical to the agreement.
- 14.4. The contract-typical and foreseeable damages typical and foreseeable for this type of agreement and / or the typically foreseeable expenses and the liability of the SUPPLIER based on them is limited to

the amount of a (dynamized) maximum amount in one CONTRACT YEAR in the amount of the net turnover (collected net remuneration) of the CUSTOMER at the SUPPLIER from the previous calendar year ("**RELEVANT LIABILITY INCOME**" and / or "**MAXIMUM LIABILITY AMOUNT**"), but not more than EUR 250,000 ("**MAXIMUM LIABILITY AMOUNT**"). If the damaging event occurs within the first CONTRACT YEAR, the net sales incurred up to that time will be extrapolated to twelve (12) months to determine the RELEVANT LIABILITY INCOME. If the RELEVANT LIABILITY INCOME increases or decreases in any CONTRACT YEAR, the MAXIMUM LIABILITY AMOUNT for the affected CONTRACT YEAR shall automatically increase or decrease in the same percentage proportion as the RELEVANT LIABILITY INCOME has changed positively or negatively from the RELEVANT LIABILITY INCOME assumed above, but is not to exceed the MAXIMUM LIABILITY AMOUNT.

- 14.5. In case of a delay in obligation to perform caused by slight negligence, the liability of the SUPPLIER shall be limited to EUR 10,000 per instance of delay and EUR 20,000 per calendar year ("**MAXIMUM DELAY AMOUNT**").
- 14.6. Insofar as not otherwise stipulated in points I.14.1.–14.5., the liability of the SUPPLIER for compensation for damages or expenses is excluded.
- 14.7. Liability of the SUPPLIER for indirect or consequential damages, including but not limited to loss of profit, loss of production, business interruption, contractual and / or statutory claims of third parties, loss of use, loss of data or information, wasted expenditures, financing costs and damage to reputation, shall be excluded, unless the conditions set out in point I.14.2. apply.
- 14.8. If the liability of the SUPPLIER is excluded or limited, this also applies to all organs, employees, representatives, agents, and subcontractors of the SUPPLIER and its AFFILIATED COMPANIES.
- 14.9. Claims for damages and reimbursement of expenses of the CUSTOMER expire within twelve (12) months except in the cases of point I.14.2.

15. **FORCE MAJEURE**

If the SUPPLIER is unable to deliver / render services to the CUSTOMER or deliver / render services to the CUSTOMER in a timely manner due to FORCE MAJEURE circumstances, the SUPPLIER shall inform the CUSTOMER without delay, at the least in TEXT FORM. In this case, the SUPPLIER is entitled to postpone the delivery and / or service for the duration of the disruption. For this period, there is no payment obligation for the CUSTOMER. If a binding agreement has been reached regarding a delivery date or performance date, and if the agreed delivery or performance date has been exceeded due to FORCE MAJEURE, each party is thus entitled to terminate the INDIVIDUAL AGREEMENT due to the unfulfilled part of the INDIVIDUAL AGREEMENT if the expected duration of the FORCE MAJEURE lasts for more than 60 days. In case of termination, the SUPPLIER shall reimburse the CUSTOMER for services already provided with regard to the part of the INDIVIDUAL AGREEMENT covered by the

termination. Further claims by the CUSTOMER, in particular to compensation for damages, are excluded in this case. This provision shall be correspondingly valid if no contractual agreement exists concerning a fixed delivery / performance date and further adherence to the INDIVIDUAL AGREEMENT by the CUSTOMER would be objectively deemed unreasonable. The right to termination for good cause remains unaffected.

16. **Hardship**

If the SUPPLIER is obliged under an INDIVIDUAL AGREEMENT concluded thereunder to make a single or multiple delivery, the obligation to deliver shall cease to apply if the legal, economic, and / or logistical procurement conditions on the market for the provision of the contractual delivery and / or service have changed for the SUPPLIER compared to the time of the conclusion of the INDIVIDUAL AGREEMENT in such a way that, from an objective point of view, the fulfillment of the delivery and / or service obligation can no longer be expected of the SUPPLIER. In this context, the SUPPLIER can no longer be expected to fulfill the delivery and / or service obligation, in particular if, due to a general shortage of raw materials and / or parts, it is not possible for the SUPPLIER to procure them from the usual suppliers within the agreed delivery and / or service periods. The SUPPLIER's obligation to deliver shall also cease if the situation or event leading to the aforementioned inappropriateness was foreseeable in principle, but not specifically at the time of conclusion of the INDIVIDUAL AGREEMENT. The SUPPLIER shall inform the CUSTOMER immediately if the aforementioned situation occurs that leads to the SUPPLIER being exempt from performance. In this case, the parties shall negotiate an adjustment of the INDIVIDUAL AGREEMENT without delay, under consideration of the interests of both parties, which will take the aforementioned situation into account. If, on request of one of the parties of the INDIVIDUAL AGREEMENT, such an agreement is not reached within 30 calendar days, both parties are entitled to extraordinary terminate the affected INDIVIDUAL AGREEMENT without compensation.

17. **Data protection**

The parties mutually commit to comply with all data protection acts and related requirements that apply to the fulfillment of their obligations as covered by this General Terms and Conditions of Delivery.

18. **Corporate responsibility**

The parties are committed to their social responsibility as described in the following with regard to their business activities worldwide. The parties therefore undertake to comply with the contents of the respectively applicable Code of Conduct of the SUPPLIER. This Code of Conduct defines what this specifically means, in particular concerning working conditions to be observed, social and environmental compatibility as well as transparency, trustworthy cooperation, and integrity and fairness in business.

19. Export regulations / export controls / proviso clause / EU SANCTIONS

- 19.1. The SUPPLIER confirms that all applicable European and international laws with regard to export control law, sanctions law, or embargo law are complied with, insofar as this does not conflict with mandatory national or European legal provisions, in particular Council Regulation (EC) No. 2271/96 of 22 November 1996, as last amended by Commission Delegated Regulation (EU) 2018/1100 of 6 June 2018 ("EU Blocking Regulation") and Section 7 German Foreign Trade Ordinance ("Außenwirtschaftsverordnung").
- 19.2. The INDIVIDUAL AGREEMENT is subject to the condition precedent that any required export or shipment licenses are issued by the appropriate authority, or it is determined that an export or shipment license is not required. In addition, it is subject to the condition precedent that no other applicable embargo or sanctions provisions conflict with the contractual performance. Deadlines and delivery times shall be extended accordingly by delays due to export controls or approval procedures as well as the culpably late provision by the CUSTOMER of the information and documents required for export or shipment.
- 19.3. At the SUPPLIER's request, prior to delivery of the CONTRACTUAL PRODUCTS and prior to performance by the SUPPLIER, the CUSTOMER will sign a separate statement affirming that it is not on any national, European, or US sanctions list or subject to any other embargo restrictions applicable to the SUPPLIER.
- 19.4. The CUSTOMER is advised by the SUPPLIER that the export of the delivered CONTRACTUAL PRODUCTS, information, and documentation may be subject to an approval requirement or be prohibited under the respectively applicable export regulations of the Federal Republic of Germany and / or the United States of America (US (re)export regulations) – e.g., due to their properties or concrete use – and that violations may be punishable by law. The CUSTOMER is not permitted to resell or forward the CONTRACTUAL PRODUCTS if the resale or forwarding would violate regulations of foreign trade law applicable to the SUPPLIER. These include, in particular, export bans in accordance with the German Foreign Trade and Payments Act ("Außenwirtschaftsgesetz") and the German Foreign Trade Ordinance ("Außenwirtschaftsverordnung") and the applicable sanctions and embargo provisions.
- 19.5. In the event of culpable violation of the aforementioned obligations by the CUSTOMER, they shall indemnify the SUPPLIER of all claims and make good all damages arising from claims asserted against the SUPPLIER by suppliers or licensors of the SUPPLIER, by third parties, or by government and / or international authorities or organizations.
- 19.6. The CUSTOMER shall not sell, export or re-export, directly or indirectly, to SANCTIONED COUNTRIES or for use in SANCTIONED COUNTRIES any CONTRACTUAL PRODUCT supplied under or in connection with the General Terms and Conditions of

Delivery and / or any INDIVIDUAL AGREEMENT. Any violation of the aforementioned obligation shall constitute a material breach of an essential element of the General Terms and Conditions of Delivery and / or the respective INDIVIDUAL AGREEMENT, and the SUPPLIER shall be entitled to terminate the respective INDIVIDUAL AGREEMENT with immediate effect. The termination shall also apply to other INDIVIDUAL AGREEMENTS already concluded under the General Terms and Conditions of Delivery which have not yet been fully fulfilled.

- 19.7. If the SUPPLIER terminates the respective INDIVIDUAL AGREEMENT because the CUSTOMER, contrary to the provisions of the General Terms and Conditions of Delivery, has sold, exported or re-exported, directly or indirectly, the CONTRACTUAL PRODUCT to SANCTIONED COUNTRIES or for use in SANCTIONED COUNTRIES, the CUSTOMER shall pay the SUPPLIER for the agreed remuneration corresponding to its services rendered and / or CONTRACTUAL PRODUCTS delivered to date as well as the costs demonstrably incurred up to the termination and directly resulting from the General Terms and Conditions of Delivery and / or the respective INDIVIDUAL AGREEMENT, insofar as the costs have not already been reimbursed by any (partial) remuneration already paid by the CUSTOMER. The SUPPLIER must, however, take into account what he has saved in expenses.

20. Regulations on return obligations under the German Electrical and Electronic Equipment Act ("ElektroG") and the Packaging Implementation Act ("VerpackDG")

- 20.1. If the CONTRACTUAL PRODUCTS are electrical / electronic devices, the SUPPLIER offers the CUSTOMER, upon the CUSTOMER's written request at the time of the conclusion of an INDIVIDUAL CONTRACT, to take back and dispose of them against reimbursement of the actual costs incurred in accordance with the statutory provisions. Otherwise, it is the CUSTOMER's obligation to properly dispose of the delivered goods after the end of use at its own expense in accordance with the statutory provisions. In this case, the CUSTOMER indemnifies the SUPPLIER and SUPPLIER's suppliers from the legal obligations and related claims of third parties. The SUPPLIER reserves the right to demand the return of the goods after the end of use and will notify the CUSTOMER of this in due time.
- 20.2. If the CONTRACTUAL PRODUCTS involve packaging that is not obligatory for system participation or if the CONTRACTUAL PRODUCTS are packaged in such packaging, it is the CUSTOMER's obligation to properly dispose of the delivered packaging after the end of use at its own expense in accordance with the statutory provisions. In this case, the CUSTOMER indemnifies the SUPPLIER and SUPPLIER's suppliers from the legal obligations and related claims of third parties.
- 20.3. The CUSTOMER is contractually obligated to require commercial third parties to which it transfers the delivered CONTRACTUAL PRODUCTS or

packaging to properly dispose of the delivered CONTRACTUAL PRODUCTS or packaging after end of use at their expense in accordance with the statutory provisions and to impose a corresponding further obligation in the event of a further transfer. If the CUSTOMER fails to contractually obligate commercial third parties to which it passes on the delivered CONTRACTUAL PRODUCTS or packaging to assume the disposal obligation and to pass this obligation on, then the CUSTOMER shall be obligated to take back the delivered CONTRACTUAL PRODUCTS or packaging after end of use at its own expense and to properly dispose of it in accordance with the statutory provisions. Also in this respect, the CUSTOMER indemnifies the SUPPLIER and SUPPLIER's suppliers from the legal obligations and related claims of third parties.

- 20.4. These provisions set out in points I.20.1., I.20.2. and I.20.3. shall apply within the area of application of the relevant European legal acts, including their respective implementation in national law, provided that mandatory law or mandatory official orders do not prevent the implementation of these provisions.
- 20.5. The claims on the part of the SUPPLIER for takeover / indemnification by the CUSTOMER referred to in points I.20.1., I.20.2., and I.20.3. expire ten (10) years after the discontinuation of use of the equipment delivered by the SUPPLIER to the CUSTOMER. The ten-year limitation period applies regardless of the SUPPLIER's knowledge and begins at the end of the year in which the claim arose.

21. Applicable law / place of jurisdiction

- 21.1. This General Terms and Conditions of Delivery shall exclusively be governed by German law. The provisions of the Vienna UN Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 21.2. Exclusive place of jurisdiction for all disputes concerning INDIVIDUAL AGREEMENTS shall be Cologne, Germany, as long as the CUSTOMER's registered office is located in a European Union member state or the European Free Trade Association.
- 21.3. The following applies to CUSTOMERS with their registered office located outside the European Union or the European Free Trade Association: Any disputes arising from or in connection with this legal relationship or its validity shall be finally settled in accordance with the rules of arbitration of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of

arbitration shall be Cologne, Germany. The arbitration court shall consist of three arbitrators. The language of proceedings shall be English. The right of a party to request an order for provisional or protective measures (interim legal protection) from the ordinary court responsible remains unaffected. The law selected for the INDIVIDUAL AGREEMENT also applies to arbitration.

22. WRITTEN FORM / Assignment / acknowledgement

- 22.1. No verbal ancillary agreements have been made. Amendments and supplements to these General Terms and Conditions of Delivery must be made in WRITTEN FORM and require the mutual consent of the parties. The same applies to any waiver of this written form requirement or its cancellation.
- 22.2. Unilateral declarations and notifications under these General Terms and Conditions of Delivery must be in TEXT FORM unless otherwise stipulated by these General Terms and Conditions of Delivery.
- 22.3. Rights and obligations from or in connection with these General Terms and Conditions of Delivery shall not be transferable without the consent of the other party. Section 354a German Commercial Code remains unaffected.
- 22.4. Any acknowledgement of breaches of obligations by the SUPPLIER always requires the WRITTEN FORM.

II. Special rules for deliveries that are free of charge

If deliveries that are free of charge are the subject of the INDIVIDUAL CONTRACT, the General Terms and Conditions of Delivery will apply with the following restrictions and supplements:

1. General

Points I.9. and I.10. do not apply.

2. Warranty / THIRD PARTY RIGHTS

Point I.12. and point I.13. will be replaced by: Insofar as the SUPPLIER delivers the CONTRACTUAL PRODUCTS to the CUSTOMER free of charge, this is done under exclusion of any warranty.

3. Disclaimer and limitation of liability

Only points I.14.2. (i) to (iii), I.14.6. and I.14.8. apply. Otherwise, the statutory provisions apply.

Applicable as of: October 2026