

General Terms and Conditions of Sale of Meissner AG

§ 1 Scope of Application

- (1) Our goods, services and offers will be made exclusively on the basis of the present business terms. This will also apply to all future business relations even if they were not expressly agreed on once more. These terms will be regarded as having been accepted by the latest upon acceptance of the good or service. Any incorporation of the purchaser's/customer's own business and sales terms is hereby refuted even if we accept an order through an order confirmation as set out in §2 (1) in awareness of deviating or contradicting terms by the purchaser/customer.
- (2) Any deviations from the present business terms will only be valid if confirmed by us in writing.

§ 2 Offer and Conclusion of the Contract

- (1) All orders by the purchaser/customer must be confirmed in writing or by written telecommunication by us in order to be legally valid. There will be no valid contract before this confirmation. The same will apply to addenda, amendments or ancillary agreements.
- (2) The information, drawings, illustrations, technical data, weight, measurement and performance description in prospectuses, catalogs, circulars, ads, price lists or appurtenant documents to the offer are non-binding unless they were expressly designated as binding in the order confirmation.
- (3) We will retain all ownership and copyrights to the offer and the attached documents as defined by § 2 (2). They may not be passed on, published, reproduced or used for a purpose other than the agreed purpose without our permission.
- (4) Any ancillary agreements, provisos, amendments, verbal confirmations or addenda must be confirmed by us in writing in order to be valid.
- (5) The basis for our goods and services is the description in our offer or the specification set out in the specs as confirmed by us in writing.

§ 3 Prices

- (1) Unless otherwise stated we will be bound by the prices specified in our offer for 30 days after their date unless the material prices on which our offer is based increase after submission of the offer in such a way that this leads to an increase in our offered price of at least 2%. The prices in the offer will apply exclusive of statutory value added tax, which will be due additionally. Additional goods and services will be invoiced separately.
- (2) Even in the case of an order, we are entitled, both before and after its confirmation, to increase the quoted price and to demand additional payment if the material prices on which our quotation is based increase after submission of the offer in such a way that this leads to an increase in our quoted price of at least 2%.
- (3) Unless otherwise agreed the prices will be ex works including normal packaging.

§ 4 Delivery and Delivery Period

- (1) The delivery dates and deadlines specified in our offers will apply.
- (2) The delivery deadlines will be extended-notwithstanding our rights from delay by the purchaser/customer-by the amount of time the purchaser/customer is in delay with his duties toward us. This will apply accordingly also to delivery dates. Should we be in arrears the purchaser/customer may rescind the contract after a period of grace stipulated by us if the good or service has not been reported as ready for shipping by the deadline. In the case of partial delay the purchaser/customer is entitled to rescind the entire contract if he is not interested in partial performance.
- (3) Delays of goods and services due to force majeure or due to events beyond our control will give us the right to defer the delivery of the good or service for the length of the impairment plus an adequate run-up time or to rescind the contract wholly or partially due to the non-performed part. Where the impairment is longer than four weeks the purchaser/customer will have the right to rescind the contract with regard to the non-performed part of the contract after stipulation of an adequate period of grace. Where the delivery period is extended or where

we are released from our duty the purchaser/customer may not derive any damage compensation claims from this. We can only invoke said events if we inform the purchaser/customer immediately.

§ 5 Passing of Risk

The risk will pass to the purchaser/customer as soon as the shipment is handed over to the carrier or has left our plant for shipping. If shipping is infeasible due to reasons beyond our control the risk will pass to the purchaser/customer upon announcement of the readiness for dispatch.

§ 6 Guarantee

- (1) We guarantee that the products are free of manufacturing and material defects; the guarantee period is twelve months. The guarantee period will commence upon the delivery date.
- (2) If our operating and maintenance instructions are not obeyed, changes are made to the products, parts exchanged or materials used which do not comply with the original specifications the guarantee will not apply unless the purchaser/customer can refute that one of the aforementioned circumstances caused the defect.
- (3) The purchaser/customer must report the defects immediately in writing to our Sales Management, but by the latest within one week after receipt of the delivery items. Defects which cannot be detected upon careful inspection within this period must be reported to us in writing immediately after detection
- (4) Should the purchaser/customer report that the products do not comply with the guarantee we can opt to demand either that:

a) the defective product be sent in for repair and returned to us;

b) the purchaser/customer retain the defective product and that we send a service engineer to the purchaser/customer to perform the repair

Should the purchaser/customer demand that the guarantee work be carried out at a site determined by him we can comply with this request; parts covered by the guarantee will not be charged, but working hours and travel expenses will be charged at our standard rates.

- (5) Should the repair work fail after an adequate period the purchaser/customer may opt to demand a price reduction or to rescind the contract.
- (6) Usual wear and tear of the product does not constitute a defect.
- (7) Guarantee is limited to our goods and services. In all other respects, the provisions on our limited liability pursuant to § 11 of these General Terms and Conditions of Sale shall apply.
- (8) Only the direct purchaser/customer will be entitled to guarantee claims against us; these guarantee claims are not assignable.

§ 7 Retention of Title

- (1) All goods delivered will remain our property (goods subject to retention of title) until the satisfaction of all claims from the business relationship with the purchaser/customer including all costs, interests and default interest we are entitled to regardless of the legal ground. This will also apply where payments are made to specially designated claims. Where the purchaser/customer is in arrears with cardinal contractual duties such as payment of the purchase price we may take back the goods subject to retention of title notwithstanding any other rights. Should we demand the release of the goods on the basis of this term this in itself will not constitute rescission of the contract. In the case of a request for release of the goods the purchaser must inform us where the goods are located and provide us immediate access to the goods and release them at his expense. Moreover, in the case of a request for release of the goods we also have the right to demand return of the goods to us at the expense of the purchaser/customer. In the case of a request for return of the goods we will be obligated to re-release the goods to the purchaser/customer only when the performance of his contractual duties is ensured, in particular payment of the purchase price or dunning and collection costs as well as legal fees.
- (2) The resale of goods delivered by us subject to retention of title is excluded without our prior written consent. The purchaser/customer may only sell the goods in the regular course of business under usual conditions after we give our consent provided that he complies with all duties arising from the business relationship without delay,

agrees on a retention of title with his own customer and the claims from the resale pass to us in accordance with the terms set out under Item (4) to (6). He will not be entitled to any other disposals of the goods subject to the retention of title; in particular, he may not pledge them or assign them as security. In the case of third party encroachment on our rights as the owners of the goods he must take all necessary measures to defend our rights.

- (3) The processing or refinement of all other goods subject to the retention of title will be carried out for us as manufacturers as set out in § 950 BGB, without creating any obligations for us. The processed goods will be regarded as goods subject to the retention of title as defined in Item (1). In the case of processing, combination or mixing of the goods with other goods by the purchaser/customer we will be entitled to a share in the ownership at the invoice value of the other goods used. Should the ownership be extinguished through combination or mixing the purchaser/customer already assigns the ownership rights to the new stock or item to the extent of the invoice value of the goods subject to retention of title and will store them for us free of charge. The arising co-ownership rights will be regarded as goods subject to the retention of title as defined under Item (1).
- (4) Any claims and rights by the purchaser/customer from the admissible resale of the goods are hereby already being assigned to us. They will be regarded as security to the same extent as the goods. We hereby accept the assignment.
- (5) If the goods subject to retention of title are legally sold by the purchaser/customer together with other goods not bought from us the assignment of the claims from the resale will only apply to the amount of our invoice value of the respective sold goods. In the case of the sale of goods of which we have co-ownership shares as set out under Item (3) the assignment of the claim will only apply to the amount of the co-ownership shares.
- (6) The purchaser/customer has the right to collect debts from the sale in accordance with Item (2) to (5) up until our revocation, which is admissible at any time. We will exercise our right of revocation where the purchaser/customer fails to comply with his duties from the contract concluded with us. The purchaser/customer is in no way authorized to assign the claims. At our request he will be obligated to inform his customers immediately of the assignment-provided that we do not do this ourselves- and to provide us with the necessary information and documents for the collection.
- (7) Where the value of the existing securities exceeds the secured claims by more than 20% we will be obligated to release the securities of our choice upon request by the purchaser/customer. The purchaser/customer must inform us immediately of a seizure or other debt collection measures or other impairments by third parties to the goods, the claims assigned to us or other securities we are entitled to, providing any necessary documents for intervention.
- (8) Where the retention of title or assignment is not valid according to the laws of the area in which the goods are located the security corresponding to the retention of title or assignment in this area will be regarded as agreed on. Where the cooperation of the purchaser/customer is required in this context he must take all measures necessary for the establishment and preservation of such rights.

§ 8 Payment

- (1) Unless otherwise agreed our invoices will be payable to the full amount 30 days after invoicing. We have the right to deduct any payments by the purchaser/customer from his older debts, despite any deviating terms. In this case we will inform the purchaser/customer about the type of deduction made. Where costs and interest have already been incurred we will have the right to deduct the payment first from the costs, then from the interest and finally from the main payment.
- (2) Payments will not be regarded as having been effected before the date on which we can dispose of the amount. We will only accept discountable bills of exchange and checks for payment if this was expressly agreed on. A guarantee for the timely presentation of bills of exchange or checks and for a protest is excluded. Discount charges will be calculated as from the date they are incurred. Credits via bills of exchange and checks will be subject to receipt thereof minus the outlay at the value on the date on which we can dispose of the countervalue. Payments per check or bill of exchange will not affect our rights from the retention of title as set out in terms in §7.
- (3) Where payment deadlines are exceeded and in the case of delayed payment interest will be charged as from the date due, namely annually at 6% above the basic interest rate of the European Central Bank applicable on the last calendar day for the preceding half of the year. In the case of delay the purchaser/customer will be obligated to compensate all additional costs as well as all legal fees, including the costs of an attorney hired.
- (4) We will not be obligated to perform the contract where the purchaser/customer has not complied with his contractual duties, in particular with regard to any invoices due.

- (5) All our claims including those from invoices not yet due or which have been deferred will be due immediately regardless of the maturity period of any bills of exchange accepted and credited where the purchaser/customer is in arrears with three consecutive invoices. All culpable breaches of contract by the purchaser/customer on the basis of which we cannot accept a deferral or adherence to a deferral agreement will incur immediate payment. In such a case we will also have the right to only perform any outstanding deliveries on the basis of advance payment or under provision of security and to rescind the contract after an adequate period of grace and demand damage compensation. Moreover we may prohibit the resale and processing and refining of the goods delivered and demand their release or the transfer of the indirect ownership of the delivered goods at the expense of the purchaser/customer and revoke the collection authorization as set out in §7(6). Where we demand release of the goods on the basis of this term this alone will not constitute rescission of the contract. In the case of a request for release of the goods the purchaser will be obligated to inform us where the goods subject to retention of title are located and to release them at his own expense. Moreover in the case of a request for release of the goods we will also have the right to demand return of the goods to us at the purchaser's/customer's expense instead. In the case of a request for release of the goods we will only be obligated to resend the goods to the purchaser/customer if performance of the contractual duties is secured, in particular payment of the purchase price and of the dunning and collection costs and legal fees.
- (6) The purchaser/customer is only entitled to set off, retention or reduction of the purchase price if the counterclaims are res judicata or undisputed, even where defects or counterclaims are being asserted.

§ 9 Patents

- (1) We will release the purchaser/customer and his customers from claims arising from infringements of copyright, trademarks or patents unless the design of a delivered good is from the purchaser/customer. The additional prerequisite for release is that the conduct of lawsuits is left to us and that the infringement claimed exclusively concerns the construction design of our goods without any connection to or use together with other products.
- (2) We have the option to release ourselves from the duties assumed by us in paragraph (1) by either
- a) procuring the necessary licenses and the patents allegedly infringed
- or
- b) providing the purchaser/customer with an altered good or parts thereof which can be exchanged for the item or parts thereof infringing the intellectual property right, thereby removing the accusation of infringement.

§ 10 Confidentiality

Unless otherwise expressly agreed on in writing the information provided to us in connection with the order is not regarded as confidential.

§ 11 Liability Restrictions

- (1) Unless otherwise concluded, any warranty claims beyond our warranty (§ 6) as well as other and further reaching claims by the purchaser/customer against us, regardless on which legal ground, in particular due to breach of duties from the debt relationship, are excluded. In particular damage compensation claims based on minor debt or negligent breach of ancillary duties in particular information and counselling duties are excluded. Moreover compensation of any indirect or consequential damage or of financial loss is excluded. We will not be liable for negligence by our suppliers' suppliers or other companies we hire for performance of the contract. All information on processing and application possibilities of our goods, technical advice and other information on suitability and use, weights, measures, forms, colors, performance and appearance are non-binding, insofar as these are not expressly warranted properties in our order confirmations. Guarantee claims by the purchaser/customer after the one-year guarantee period are excluded even if he gave the customer his guarantee.
- (2) Liability for material damage caused by any defects of the goods is excluded for the professional, business and commercial area. Should the purchaser/customer resell the good to another customer in the professional, business or commercial area he will be obligated to apply the above exclusion of liability to that customer to the extent permitted by law. Should there fail to be this exclusion of liability the purchaser/customer will be obligated to assume our defense against the claims and to compensate all costs arising from this.
- (3) This restriction of liability will not apply where liability is mandatory, i.e. in the case of willfulness, gross negligence of the legal representatives, executives or vicarious agents, liability according to the Product Liability Act, in the case of willfully concealed defects as well as the culpable breach of cardinal contractual duties. In the case of the culpable breach of cardinal contractual duties we will only be liable for typical, reasonably foreseeable damage except in cases of willfulness or gross negligence by our legal representatives or executives. The

restriction of liability will not apply to damage caused by injury to life, limb or health or in the case of lack of a guaranteed feature if the purpose of the guarantee is precisely to secure the purchaser/customer from damage not caused to the good itself.

- (4) To the extent that our liability is excluded or limited this will also apply to the personal liability of our executives, employees, associates, legal representatives and vicarious agents.

§ 12 Applicable Law, Place of Jurisdiction, Partial Nullity

- (1) The original national laws of the Federal Republic of Germany excluding the UN Sales Convention will apply to the present business terms and the entire legal relations between us and the purchaser/customer.
- (2) To the extent that the purchaser/customer is a fully qualified businessman as defined by the Commercial Code, a legal entity under public law or an estate in public law, Biedenkopf will be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contract.
- (3) Should a term of the present business terms or a provision within the scope of other agreements be or become invalid this will not affect the validity of all other terms of agreements.
- (4) The present General Terms and Conditions of Sale of Meissner AG, as per September 2020 will replace all respective earlier terms.

§ 13 No-Russia-Term / No-Belarus-Term

- (1) The [Importer/Buyer] shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- (2) The [Importer/Buyer] shall ensure that the provisions of Regulation (EU) No. 765/2006 against Belarus are complied with.
- (3) The [Importer/Buyer] shall undertake its best efforts to ensure that the purpose of paragraph (1) and (2) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (4) The [Importer/Buyer] shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1) + (2).
- (5) Any violation of paragraphs (1), (2), (3) or (4) shall constitute a material breach of an essential element of this Agreement, and the Meissner shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of 25 % of the total value of this Agreement or price of the goods exported, whichever is higher.
- (6) The [Importer/Buyer] shall immediately inform Meissner about any problems in applying paragraphs (1), (2), (3) or (4), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The [Importer/Buyer] shall make available to the Meissner information concerning compliance with the obligations under paragraph (1), (2), (3) and (4) within two weeks of the simple request of such information.

Biedenkopf-Wallau, April 2025