

General Terms and Conditions of Sale, Delivery and Payment

Winterthur Technology (Germany) GmbH, 40670 Meerbusch, Germany

Version: July 2026

Note: This English version is provided for convenience only. In the event of any discrepancy, the German version shall prevail.

Section 1 Scope of Application

(1) These General Terms and Conditions of Sale, Delivery and Payment (hereinafter "GTC") of Winterthur Technology (Germany) GmbH, 40670 Meerbusch, Germany (hereinafter "Seller"), apply exclusively to all deliveries, services and offers made to entrepreneurs within the meaning of Section 14 German Civil Code (BGB), legal entities under public law and special public-law funds (hereinafter each "Buyer").

(2) Any terms and conditions of the Buyer that conflict with or deviate from these GTC shall not apply unless the Seller has expressly agreed to them in writing. Silence, acceptance of payments or performance of deliveries shall not constitute such acceptance.

(3) These GTC shall also apply to all future deliveries, services and offers to the same Buyer without the need for further reference.

(4) The Seller maintains a certified quality management system (ISO 9001) and an environmental management system (ISO 14001).

Section 2 Offers, Orders and Contract Formation

(1) All offers and quotations by the Seller are non-binding and subject to change. Unless stated otherwise, they are valid for ninety (90) calendar days from the date of the offer.

(2) A contract is only formed upon the Seller's written order confirmation. Silence on the part of the Seller does not constitute acceptance.

(3) Orders must fully specify all agreed deliveries and services. Additional services beyond the scope of the order will be invoiced separately.

(4) Technical documentation (drawings, plans, specifications, samples, etc.) remains the intellectual property of the Seller and may not be disclosed to third parties without prior written consent.

Section 3 Delivery and Transfer of Risk

(1) Deliveries are made FCA Meerbusch in accordance with INCOTERMS® 2020, unless expressly agreed otherwise in writing. Risk transfers to the Buyer upon handover to the first carrier.

(2) The Seller reserves the right to make partial deliveries where reasonable for the Buyer; apply a delivery quantity tolerance of $\pm 10\%$ for custom and special products; and make reasonable adjustments to delivery dates where unavoidable, with prompt notice to the Buyer.

(3) Delivery dates and periods are only binding where the Seller has expressly confirmed them in writing as "binding".

(4) Events of force majeure — including natural disasters, pandemics, labour disputes, government measures, or supply chain disruptions beyond the Seller's sphere — shall suspend delivery obligations for their duration. If such event exceeds three (3) months, either party may cancel the affected order without liability for delay damages.

(5) If the Buyer is in default of acceptance, risk and storage costs transfer to the Buyer.

Section 4 Prices and Payment Terms

- (1) All prices are in EUR, net, FCA Meerbusch, plus applicable statutory VAT, unless otherwise agreed in writing.
- (2) Payments are due within thirty (30) days of the invoice date, without deduction, unless otherwise agreed.
- (3) In the event of payment default, the Seller may charge default interest at nine (9) percentage points above the applicable base interest rate (Section 288(2), 247 BGB). Further damages remain reserved.
- (4) In the event of default, the Seller may also accelerate all outstanding claims, suspend pending deliveries pending advance payment or security, and claim reasonable collection costs.
- (5) The Buyer's right of set-off is limited to undisputed or legally established counterclaims. A right of retention is only available in respect of claims arising from the same contractual relationship.

Section 5 Retention of Title

- (1) The Seller retains title to all delivered goods until full payment of all claims arising from the business relationship (extended retention of title).
- (2) The Buyer shall handle the reserved goods with care, insure them adequately and neither pledge them nor transfer them as security.
- (3) If the Buyer processes or combines reserved goods with other items, the Seller acquires co-ownership in proportion to the invoice value of the reserved goods relative to the other processed goods.
- (4) If the Buyer resells the reserved goods in the ordinary course of business, it hereby assigns the resulting claims against its customer to the Seller as security (extended assignment). The Seller accepts this assignment. The Buyer remains authorised to collect these claims as long as it meets its payment obligations.
- (5) The Buyer must notify the Seller immediately of any third-party access to the reserved goods and point out the Seller's ownership.

Section 6 Warranty

- (1) The Buyer must inspect goods immediately upon receipt pursuant to Section 377 German Commercial Code (HGB). Obvious defects must be notified in writing within four (4) weeks of delivery; hidden defects within four (4) weeks of discovery. Failure to give timely notice results in acceptance of the goods.
- (2) The warranty period is twelve (12) months from delivery. Mandatory statutory periods (Sections 438(1)(1) and (2), 479 BGB) remain unaffected.
- (3) In the event of a justified defect claim, the Seller, at its own election, shall provide: (a) repair; or (b) replacement delivery. If subsequent performance fails after two attempts within a reasonable period, the Buyer may reduce the purchase price or — for material defects — withdraw from the contract.
- (4) No warranty claims arise for: normal wear and tear; improper use, storage or installation by the Buyer or third parties; failure to follow operating or safety instructions; unauthorised modifications or repair attempts; or excessive or non-intended use.
- (5) Damages claims for defects are governed exclusively by Section 7.

Section 7 Liability

(1) The Seller is liable without limitation in accordance with statutory provisions for damages resulting from injury to life, body or health, for intentional conduct and gross negligence, and under the German Product Liability Act (ProdHaftG).

(2) In cases of slight negligence, the Seller is liable only for breach of a material contractual obligation (cardinal obligation) whose fulfilment is essential to the proper performance of the contract and on whose observance the Buyer may regularly rely. In such cases, liability is limited to the foreseeable, contract-typical damage.

(3) Liability for indirectly caused losses, consequential damages and lost profits arising from slight negligence is excluded, subject to clause (1) above.

(4) To the extent the Seller's liability is excluded or limited, this applies equally to the personal liability of its legal representatives, senior employees and vicarious agents.

Section 8 Product Liability

The mandatory provisions of the German Product Liability Act (ProdHaftG) and the applicable EU Product Liability Directive remain unaffected. Where the Buyer further processes or sells the delivered products, it shall ensure compliance with applicable product safety and labelling requirements towards its own customers and shall indemnify the Seller against third-party claims to the extent caused within the Buyer's sphere of responsibility.

Section 9 Compliance and Product Use

(1) The Buyer shall ensure that products are used only for their intended purpose and in accordance with all applicable safety standards and regulations (including FEPA recommendations and applicable EN standards) and any accompanying technical and safety instructions. The Seller accepts no liability for damages resulting from non-compliant use.

(2) The Buyer shall comply with all applicable export control and sanctions regulations, in particular the German Foreign Trade Act (AWG), the German Foreign Trade Regulation (AWV) and directly applicable EU regulations. The Buyer shall not re-export products in violation of applicable law and shall indemnify the Seller against any resulting claims or regulatory action.

Section 10 Confidentiality

(1) All commercial and technical information disclosed by the Seller in the course of the business relationship shall be treated as strictly confidential and may not be disclosed to third parties without the Seller's prior written consent. This does not apply to information that was already known to the Buyer, is publicly available, or becomes publicly available without the Buyer's fault.

(2) The confidentiality obligation shall survive termination of the contractual relationship for a period of three (3) years.

Section 11 Data Protection

The Seller processes personal data of the Buyer and its contact persons solely for purposes of contract performance on the legal basis of the GDPR and the German Federal Data Protection Act (BDSG). The Seller's privacy notice is available on request or via the Seller's website.

Section 12 Miscellaneous

(1) The Seller is entitled to engage subcontractors.

(2) Should any provision of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by an enforceable rule that most closely reflects its economic purpose (Section 306(2) BGB).

(3) Amendments to and supplements of these GTC and any contracts concluded hereunder require written form; this also applies to the waiver of this written form requirement.

Section 13 Place of Performance, Governing Law and Jurisdiction

(1) The place of performance for all deliveries and services and for payments is the Seller's registered office, 40670 Meerbusch, Germany.

(2) These GTC and all legal relationships arising hereunder shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of private international law.

(3) The exclusive court of jurisdiction for all disputes arising from or in connection with these GTC and contracts concluded hereunder is the competent court for 40670 Meerbusch — Landgericht Dusseldorf — provided the Buyer is a merchant, a legal entity under public law or a special public-law fund. The Seller is entitled to bring claims against the Buyer also at the Buyer's general place of jurisdiction.