

General Terms and Conditions of Service of Eckelmann AG

I. Scope and subject matter of the terms and conditions

1. The following terms and conditions shall apply exclusively to the entire service and repair activities of Eckelmann AG (hereinafter referred to as "E°Customer Service" or "E°CS") and its contractual partners (hereinafter referred to as "Client").
2. All offers of E°CS are directed exclusively to merchants (commercial users) and not to consumers.
3. Any terms and conditions deviating from these Terms and Conditions of Service shall only be binding on E°CS if expressly confirmed by E°CS in writing.
4. These service conditions shall also apply to all future service orders placed by the Client with E°CS. Terms and conditions of the Client shall not apply, even if E°CS does not separately object to their validity in individual cases. Even if E°CS refers to a letter that contains or references the terms and conditions of the Client or a third party, this shall not constitute acceptance of those terms and conditions.
5. The following terms and conditions govern the troubleshooting, service and repair of systems, assemblies and spare parts, software and other equipment (hereinafter also referred to as systems) by E°CS. These service conditions also apply to technical consulting services and training. The services can be provided both via remote access and directly on site at the end customer's plant.

II. Performance obligations of the client

1. Risk warning

The Client is expressly advised that even if the diagnostic measures are carried out properly and with due care, other components of the machine may be damaged. The risk of accidental loss and accidental deterioration remains with the Client.

2. Error description

In order to minimise damage, the Client is obliged to provide E°CS with a precise and comprehensive description of all defects or malfunctions immediately after becoming aware of them and to support E°CS in analysing and rectifying the defect. In doing so, the Client shall point out any technical or manufacturer-specific peculiarities.

3. Documents

The Client shall provide E°CS with all information and documents required for the proper provision of the service in a timely manner before the start of the work. E°CS may rely on the completeness and accuracy of the content.

4. Information on

The Client shall inform E°CS in a timely manner about the necessity of specific safety checks or requirements.

5. Interfaces

The Client shall inform E°CS of all relevant interfaces (hardware and software) that must be considered for the provision of the services. This applies particularly to the provision of programming services on data processing systems.

6. Data backup; parameters

The client is obliged to check all settings, parameter sets and data necessary for the proper operation and functionality of the machine / system and to ensure that these are set correctly for the use intended by the client and are also secured externally.

E°CS shall only be liable for the loss of data, parameters, or settings in the event of gross negligence or intentional breach of duty. Liability based on a breach of duty by the Client shall not be assumed. Any liability for resulting inoperability of the machine/system is excluded.

7. **Assistance**

The Client shall support the service personnel of E°CS in every respect during the performance of the service assignment.

The Client is obliged to provide technical assistance at its own expense, in particular by providing materials, machine capacities, tools, operating and auxiliary materials, as well as the necessary suitable auxiliary staff in the required number and for the required duration. During the service assignment, the service personnel must have unrestricted access to the machine. The auxiliary staff must follow the instructions of the service personnel.

E°CS accepts no liability for the auxiliary personnel, except in the case of injury to life, body, or health caused by a wilful or negligent breach of duty by E°CS and for other damages caused by a grossly negligent or wilful breach of duty by E°CS. The Client's technical assistance must ensure that the service can commence immediately upon the arrival of the service personnel and be carried out without delay until acceptance by the Client.

If repair work is the object of performance and the object of repair was not supplied, manufactured, or programmed by E°CS, the Client must point out any existing industrial property rights related to such material, objects, and/or software and obtain any necessary permissions required for E°CS to perform the service in due time.

The Client and E°CS may agree that E°CS shall assume the obligations to co-operate, insofar as it is possible, in return for reimbursement of costs.

The Client is also obliged to provide any official authorisations that may be required.

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8. **Notification of warranty claims**

The Client must explicitly state and disclose any warranty claims to E°CS or a third-party contractual partner when reporting an error or malfunction. Failure to do so may result in the loss of warranty rights, and E°CS cannot accept any liability or provide compensation payments.

9. **Occupational safety**

The Client must take the special measures necessary at the site of service to protect persons and property. The Client must inform the service personnel about any applicable special safety and occupational regulations insofar as they are relevant to the service personnel.

10. **Type and scope of services**

a) The services of E°CS are conclusively described in the offer. If the services are not based on an offer from E°CS, E°CS shall determine the services at its reasonable discretion in accordance with § 315 BGB.

b) E°CS shall only owe a specific result if and to the extent that this has been expressly agreed in writing.

c) If E°CS performs services on another object, an object connected to another, or software connected to another, E°CS shall not assume any warranty for the other object, the connected object, or the connected software.

d) Services may also be provided in reasonable instalments, provided that the client is not disproportionately disadvantaged by the division into instalments.

e) The Client is obliged to provide E°CS with reasonable support, particularly by providing all necessary documents and materials from the client's sphere to enable E°CS to perform the services in accordance with the contract. The client shall also grant E°CS access to any existing equipment (or parts) at any time, if this is necessary or expedient for the provision of the services.

f) E°CS shall provide the services in accordance with the recognized state of the art at the time of the conclusion of the contract. Unless otherwise agreed, the services shall be performed in accordance with the EN standards valid at the time of the contract conclusion. For EN standards that are not yet available, the corresponding German technical rules, such as DIN and/or VDE standards, shall apply.

g) Additional services may be agreed upon in writing. Delays caused by negotiations and/or the performance of additional services shall be added to the deadlines to be met by E°CS.

h) To the extent that troubleshooting, service, and/or repair is not possible for reasons not attributable to E°CS, E°CS shall not be obliged to reverse any services already rendered unless

the client separately orders the reversal. In the event of impossible services, E°CS shall not be liable, subject to the agreed limitations of liability, for damage to the object and/or software on which the services were to be performed, nor for the breach of secondary contractual obligations, regardless of the legal grounds invoked by the Client.

- i) The Client shall confirm the work performed to E°CS on an appropriate form of E°CS (e.g. a time sheet). If the Client does not confirm the working hours within three (3) days after submission of the relevant document and does not provide any reasonable objections to the documented performance time, the working hours stated on the unconfirmed document shall be deemed approved by the Client.

III. Offer, cost estimate

1. As far as possible, the Client will be informed of the estimated repair/service costs in the service offer. The preparation of a cost estimate with a binding price commitment is generally not possible. Unless otherwise agreed, such a cost estimate is only binding if it is submitted in writing with the note "*binding price commitment*". The service work shall be remunerated on a time basis. Prices for labour and for parts and materials used shall be shown separately in the invoice for services. Spare parts shall be offered by E°CS accordingly, accommodation and travelling expenses shall be charged at cost price plus a surcharge of twenty percent (20%). The same applies to travelling and transport costs. The service report prepared at the time of acceptance serves as the basis for the calculation.
2. Working, travelling, travel and waiting times as well as the return of assemblies shall be invoiced in accordance with the applicable E°CS hourly rates.
3. If work cannot be started immediately after the arrival of the service employee or if there are delays, the costs incurred for waiting times shall be borne by the Client accordingly.
4. Services not covered by a service contract shall be invoiced in accordance with the currently applicable hourly rates and flat rates per order/assignment, which shall be notified to the Client by E°CS prior to the provision of the corresponding service.

IV. Payment

An agreed price shall be net, and the statutory value-added tax shall be added to the invoice. Unless otherwise agreed, the Client shall pay the invoice by bank transfer within thirty (30) days of receipt of the invoice. The Client shall only be entitled to deductions from and set-offs against an invoice of E°CS insofar as E°CS has authorised this in writing or insofar as the Client's claims are legally established.

V. Confirmation of acceptance

If a service constitutes a work performance, the following applies: The Client is obliged to confirm acceptance as soon as he has been notified of the completion of the service work and the functional test has been completed, unless there is a defect that restricts the usability of the machine/system. If acceptance is delayed for reasons for which E°CS is not responsible, acceptance shall be deemed to have taken place after a reasonable period following the completion of the service work and notification by E°CS of its readiness for acceptance. As a rule, a period of two weeks shall be deemed reasonable. Acceptance excludes liability for defects that could have been detected by the Client at the time of acceptance. However, acceptance does not exclude liability for defects for which the Client explicitly reserved his rights at the time of acceptance.

VI. Deliveries

For shipments and service contracts, this business is not subject to any restrictions under national or international regulations, in particular export control regulations, embargoes, or other sanctions. Unless otherwise agreed, all deliveries of goods shall be made EXW in accordance with the current INCOTERMS®.

VII. Dates

1. Dates for the provision of services are based on estimates and are therefore generally non-binding.
2. Regardless of whether binding performance dates have been agreed in exceptional cases, compliance with an agreed performance period requires that all commercial and technical questions have been clarified and that E°CS has been supplied on time and correctly by its suppliers.

3. If E°CS is responsible for a delay in performance and the Client has demonstrably suffered a loss, the Client shall be entitled to claim liquidated damages of 0.5% of the price of the service for each completed week of delay, up to a maximum of 5%.
4. In addition, the Client is entitled to terminate the contract in accordance with statutory provisions after the unsuccessful expiry of a reasonable deadline.
5. Further claims arising from delays shall be governed solely by the provisions on the liability (Section X.) of E°CS.

VIII. Retention of title

1. E°CS retains title to the subject matter of an order or contract until full payment has been received. Should further measures be required to secure the retention of title, the Client shall reasonably assist E°CS in implementing these measures.
2. E°CS shall be entitled to a lien on the object and/or software on which E°CS provides the Services, insofar as these are in the possession of E°CS for the purpose of providing the Services.

IX. Liability for Defects

1. If the goods or Services are already defective at the time of transfer of risk, E°CS shall be liable exclusively in accordance with the following provisions, to the exclusion of further claims, but subject to the liability provisions in Section X:
2. E°CS shall, at its own discretion, repair defective parts of the goods or defective Services free of charge or replace them with defect-free parts ("subsequent performance"). E°CS shall choose the form of subsequent performance that is appropriate in view of the overall circumstances and proportionate to the associated costs. If the Services relate to the delivery of newly manufactured goods or a work performance, the Client may, in the event of a failed subsequent performance, appropriately reduce the price or terminate the contract. E°CS shall not be liable if the defect is insignificant for the Client's interests or is based on circumstances attributable to the Client.
3. Claims for defects, irrespective of the legal reason, shall become time-barred in accordance with the provisions of Section XI. The limitation period shall be suspended for the duration of the subsequent performance.
4. In particular, E°CS shall not be liable for defects caused by unsuitable or improper use, faulty assembly or commissioning by the Client or third parties, normal wear and tear, faulty or negligent handling, improper maintenance, unsuitable equipment, defective construction work, unsuitable building ground, or chemical, electrochemical, or electrical influences. This also applies in the event of improper rectification by the Client itself or a third party. E°CS shall not be liable for any consequences or damages resulting therefrom. The same applies to modifications of the purchased or serviced object without prior approval by E°CS.
5. Only in urgent cases where operational safety is in danger and to prevent disproportionately large damage - in which case E°CS must be notified immediately - or if E°CS, taking into account the statutory exceptions, has allowed a reasonable period set for E°CS to remedy the defect to expire without result, shall the Client have the right, within the framework of the statutory provisions, to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the reasonable costs from E°CS.
6. Further claims shall be governed exclusively by Section X of these Terms and Conditions.

X. Liability

1. E°CS shall not be liable for any loss of profit, loss of data, loss of use, loss of benefit, wasted expenditure, wasted time, loss of production, loss of use, loss of business opportunities, or any other comparable financial losses, consequential damages or indirect damages.
2. The exclusion of liability for the aforementioned types of damage shall not apply in cases of intent or gross negligence, or in cases of culpable injury to life, body, or health, or in cases of defects that E°CS has fraudulently concealed, or if E°CS has provided a guarantee for the quality of the service, or where mandatory liability applies under the German Product Liability Act for personal injury or property damage. E°CS shall provide a guarantee only if expressly agreed in writing between E°CS and the Client. In the case of a culpable breach of an essential contractual obligation ("cardinal obligations"), E°CS shall also be liable for slight negligence, but in this case, such liability shall be limited to the foreseeable, contract-typical damage. Essential contractual obligations ("cardinal

obligations”) are those whose fulfilment is essential for the proper execution of the contract and on whose adherence the Client may regularly rely. Further claims are excluded.

3. The above liability limitations shall apply equally in favour of the directors, statutory representatives, employees, and other vicarious agents of E°CS.
4. The above provisions shall not alter the burden of proof to the disadvantage of the Client.

XI. Statute of limitations

Unless otherwise agreed, claims arising from or in connection with a contract between E°CS and the Client shall become statute-barred no later than twelve (12) months after acceptance, unless mandatory law provides otherwise. If acceptance does not take place for reasons for which E°CS is not responsible, the limitation period shall commence no later than twenty-four (24) months after notification of readiness for acceptance. The statutory limitation periods shall apply to claims for damages according to Section X.

XII. Rights of use

E°CS and the Client grant each other the right to use existing knowledge and intangible rights, irrespective of whether such rights are already protected, free of charge for the performance of a contract within the scope of cooperation or the fulfilment of Services. Drawings, plans, parts lists, samples, training documents, etc., shall remain the exclusive property of E°CS. They shall be entrusted to the Client solely for the agreed purpose and may not be used for any other purpose than the fulfilment of the contract between E°CS and the Client. Copies or other reproductions may only be made for the agreed purpose. Neither originals nor reproductions may be handed over or otherwise made accessible to third parties. If software is included in the scope of delivery, the Client shall be granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited. The Client may only reproduce, modify, translate, or convert the software from object code to source code to the extent permitted by law (§§ 69a et seq. UrhG). The Client undertakes not to remove or modify manufacturer information – in particular copyright notices – without the prior express written consent of E°CS.

XIII. Confidentiality

E°CS and the Client shall treat all information obtained within the framework of a contract, in particular all commercial and technical information, whether communicated verbally or embodied in documents, as trade secrets and shall maintain their confidentiality accordingly. The corporate bodies, employees, and vicarious agents of the contracting parties shall be bound by this obligation accordingly. The obligation of confidentiality shall not apply or shall cease to apply if and to the extent that E°CS or the Client can prove that the relevant information has become publicly known without any fault of their own, has been lawfully obtained from a third party, must be disclosed in the context of legal proceedings or was already publicly known at the time it was obtained. E°CS and the Client shall only be entitled to disclose information obtained under this contract to third parties with the prior consent of the other party and subject to the obligation of the third party to maintain confidentiality. However, E°CS and the Client may only refuse consent for good cause. For the purposes of this provision, the following shall not be considered third parties: employees of E°CS and the Client, their vicarious agents or assistants, regulatory authorities, and experts. However, such persons shall be obligated to maintain confidentiality in accordance with the provisions set out above.

XIV. Export control

1. E°CS and the Client undertake to comply with all applicable export and/or import regulations and, where necessary, to obtain the relevant official authorisations, e.g., from the Federal Office for Economic Affairs and Export Control (BAFA).
2. The Client acknowledges that the services may be subject to German, European, U.S., and/or other statutory export control laws and regulations. The Client may not sell, lease, or otherwise transfer, export, re-export, or use the services for any purpose other than the agreed purpose without obtaining the necessary export or re-export license from the competent authority. The Client undertakes to comply with all applicable laws and regulations.
3. Based on applicable EU law, E°CS and the Client specifically agree to the following export bans:

- a) The Client may neither directly nor indirectly sell, export, or re-export,
 - i. goods delivered to the Russian Federation or for use in the Russian Federation that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014; and/or
 - ii. goods supplied under or in connection with this contract that fall within the scope of Article 8g of Council Regulation (EU) No. 765/2006 to Belarus or for use in Belarus.
- b) The Client shall use its best efforts to ensure that the purpose of Section XIV. (3) a) is not circumvented by third parties in the broader supply chain, including potential resellers.
- c) The Client shall establish and maintain an appropriate monitoring mechanism to identify any conduct by third parties in the broader supply chain, including potential resellers, that may circumvent the purpose of Section XIV. (3) a) sentence 1.
- d) Any breach of Section XIV. (3) a), b), and/or c) shall constitute a material breach of contract. In such cases, E°CS shall be entitled to seek appropriate remedies, including but not limited to termination of the relevant contract and liquidated damages amounting to 10% of the total value of this contract or the price of the exported goods, whichever is higher, but not less than EUR 50,000.
- e) The Client shall promptly inform E°CS of any issues relating to the application of Section XIV. (3) a), b), and/or c), including any relevant third-party activities that may circumvent these provisions. Upon simple request, the Client shall provide E°CS with information regarding its compliance with the obligations under Section XIV. (3) a), b), and/or c) within two (2) weeks.

XV. Assignments

The Client may assign rights and/or obligations arising from the contract with E°CS to third parties only with the prior written consent of E°CS. Affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG) shall also be deemed third parties.

XVI. Force majeure

E°CS and the Client shall be released from their respective (performance) obligations if and to the extent that they are unable to fulfil a contractual obligation due to force majeure. Force majeure shall mean any event beyond the control of the affected party and caused by irresistible external forces, such as wars, civil wars, (trade) embargoes, import or export bans, political unrest, pandemics, epidemics natural disasters and events, including those affecting the intended transport routes, as well as unforeseeable and unavoidable official orders, strikes, and lockouts. Force majeure shall also include interruptions in the supply of raw materials and energy.

The party invoking force majeure must notify the other party without undue delay in writing. If the force majeure event lasts longer than 90 consecutive calendar days, both E°CS and the Client shall be entitled to terminate the contract with respect to the unfulfilled part.

XVII. Applicable law, place of jurisdiction

- 1. These Terms and Conditions and all legal relationships between E°CS and the Client shall be governed exclusively by the laws of the Federal Republic of Germany applicable to legal relationships between domestic parties.
- 2. For all disputes arising from the contractual relationship, if the Client is a merchant as defined by the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction shall be Wiesbaden. However, E°CS shall also be entitled to bring an action at the Client's principal place of business.

XVIII. Severability clause

Should any of the above individual provisions be or become invalid, this shall not render the entire set of provisions invalid. Instead, the invalid provision shall be replaced by a provision that most closely reflects the purpose of the contract and the parties' intentions. If these provisions contain a gap, the provision that the parties would have agreed upon in accordance with the meaning and purpose of the contract, had they recognized the gap from the outset, shall be deemed to have been agreed upon.

XIX. Applicable annexes

E°CS hourly rates, each applicable to the respective Business Unit.