

GENERAL TERMS OF SALE

Schaudt GmbH
Electrical and instrument engineering

- Export -

1. Scope of application

- 1.1. These General Terms of Sale for Export (hereinafter the "**Export Conditions**") apply to all our business relations with Customers (hereinafter the "**Buyers**") whose competent company office is located outside the Federal Republic of Germany. The branch of the company that enters into the contract in its own name is considered competent. These export conditions do not apply if the Buyer acquires the Goods for personal, family or household use and we knew or should have known about this at the time of entering into the contract.
- 1.2. In particular, the Export Conditions apply to contracts for the sale and/or supply of movable property (hereinafter the "**Goods**"), without regard to whether we produce the Goods ourselves or purchase them from sub-suppliers. Unless otherwise agreed, the Export Conditions shall apply as a model agreement without referring to them again in each individual case also for similar future contracts in the version in force at the time of the Buyer's order or in the version last transmitted to him in text form.
- 1.3. Our export conditions apply exclusively. Any Buyer's General Terms and Conditions of Transactions that differ, are mutually exclusive or additional shall only become part of the contract if and when we are in full agreement with their validity. This requirement of consent applies in any case, for example, even if we make a delivery to the Buyer without stipulating it in advance, but with knowledge of his General Terms and Conditions of Transactions.
- 1.4. Legally relevant statements and notices by the Buyer concerning the contract (e.g. setting of deadlines, defect lists, rejection or price reduction) shall be submitted in writing, i.e. in writing or in text form (e.g. by letter, e-mail, telefax). The legal prescriptions on form and other confirmations, in particular in cases of doubt as to whether a declaration has been made, remain valid.

2. Conclusion of the contract, Bids

- 2.1. Our offer shall not be binding.
- 2.2. Changes or misconceptions about our Goods relating to images or drawings in brochures, advertisements and price lists and data contained therein, such as material, size, shapes, shall constitute an exception if they are designated as binding.
- 2.3. The documents relating to the offer do not constitute a guarantee of quality or durability.
- 2.4. Our documents are intended for the customer only and may not be passed on to third parties without our consent.
- 2.5. Prior to entering into the contract, the customer shall inform us if the Goods supplied are not intended solely for normal use or are used under unusual conditions or conditions presenting particular risks to health, safety or the environment or requiring increased stress, or if non-typical possibilities of damage or unusual amounts of damage and loss may be associated with the contract, of which the customer is aware or should be aware.
- 2.6. The customer is bound to the order within two weeks of our receiving it.

- 2.7. The contract is concluded by our sending an order confirmation in text form (e.g. by e-mail or in writing) or by executing the order, whichever comes first.

3. Timing of delivery and lack of access to the service

- 3.1. Delivery time will be agreed individually or notified by us upon receipt of your order. Otherwise, the delivery time shall be four weeks from the conclusion of the contract.
- 3.2. The delivery period shall commence subject to the following clause 3.3. from the time we send the order confirmation.
- 3.3. If the Customer is obliged to procure certain documents themselves, e.g. permits, consignment permits etc., or to pay a deposit, then the delivery period will not begin until all documents procured by the Customer have become available to us or the deposit has been received by us.
- 3.4. The delivery time is met if, by the time it has elapsed - depending on the agreed method of delivery - the Goods have left the warehouse or we have provided the Goods to the Customer and notified him that the Goods are ready for dispatch.
- 3.5. If we are unable to comply with a binding delivery deadline for reasons outside our sphere of influence which we did not foresee when entering into the contract or which we are unable to avoid or overcome (reason for the delay), we shall inform the Customer immediately and together with this shall inform him of a new, indicative delivery deadline. If the service is also not available during the new delivery period, we shall be entitled to terminate the contract in whole or in part; any remuneration already paid by the Customer shall be promptly refunded by us. Delays are considered to be caused in particular if we are unable to deliver on time despite a timely order, or if neither we nor our sub-suppliers have any influence on the cause of the delay.
- 3.6. The obstacles pursuant to Clause 3.5 shall be deemed, in particular,
- a) cases of natural disasters such as mobilization, war, acts of terrorism, riots, epidemics or other events (e.g. strike, lockout),
 - b) virus or other third-party attacks on the supplier's IT system where these occur despite compliance with normal precautions,
 - c) delays due to German, US as well as other applicable national, European and international foreign trade law regulations or due to other circumstances for which we are not responsible.
- 3.7. The existence of any breaches of the contract on account of delayed delivery shall be determined by statutory regulations. In any event, however, a reminder must be sent by the Customer stating an acceptable time limit.
- 3.8. In the event of a breach of contract on account of delayed delivery, our liability for damages is limited to 0.5 % of the total order value for each complete week of the delay, but no more than 5 % of the total order value. If, in the cases mentioned, the Customer claims damages together with the cancellation of the contract, this claim for damages shall be limited to 10% of the total price of the order. The limitations of liability in accordance with the above provisions 1 and 2 do not apply in cases of willful misconduct or gross negligence, or in cases of injury to life, body or health.
- 3.9. In the event of partial delay or partial non-performance, the Customer may only terminate the contract and claim for damages if the partial non-performance constitutes a material breach of the contract.

4. Delivery and risk transfer

- 4.1. For delivery and risk transfer, EXW (Incoterms 2020) is carried out from our warehouse in Markdorf. The risk shall pass to the customer EXW, i.e. upon notification of readiness for dispatch, even if we ourselves, in individual cases, bear the costs of dispatch or transport.
- 4.2. If dispatch is delayed for reasons outside our sphere of influence, in particular at the request of the Customer, the risk shall pass to the Customer upon provision of the Goods and notification of readiness for dispatch; this shall apply even if other delivery conditions have been agreed. However, we are obliged, at the request and expense of the Customer, to provide the insurance required by him. In this case, the Customer's payment obligation remains valid.
- 4.3. If dispatch is delayed at the request of the Customer, a monthly storage charge of 0.1 % of the purchase price of the Goods shall be imposed on the Customer, starting from the first month after notification of readiness for dispatch.
- 4.4. If the Goods are dispatched at the customer's request, in unclear circumstances we shall choose the route and means of dispatch ourselves, without guaranteeing the cheapest dispatch.
- 4.5. The cost of packing shall be calculated on the basis of the costs actually incurred.

5. Prices, additional charges, terms of payment

- 5.1. All prices are quoted in euro EXW (Incoterms 2020) from the warehouse in Markdorf inclusive of the applicable VAT and packaging charges.
- 5.2. In the event of a consignment trade (item 4.1), the Buyer shall bear the costs of transport from the warehouse and the costs of transport insurance, if the Buyer so requires. Any customs duties, levies, taxes and other governmental charges shall be borne by the Buyer.
- 5.3. The purchase price shall be credited to the bank account specified on the receipt, without deductions or expenses, within 14 days after the invoice has been issued; the day of receipt of funds into our account shall be decisive.
- 5.4. If the Customer misses the payment deadline, a late payment interest of 9 percentage points above the base interest rate of the European Central Bank shall be payable by the Customer as a lump-sum indemnity. The parties to the contract reserve the right to prove that the damages are substantially higher or substantially lower.
- 5.5. No authorized actuary, sales representative, consultant and travelling sales representative shall have the authority to collect the debt and enter into a deferred payment agreement.
- 5.6. Offsetting of counterclaims is only possible if they are based on the same contractual relationship or have been legally established or are undisputable.
- 5.7. The Customer shall only be entitled to withhold payment in the event of valid or urgent counterclaims arising from the same contractual relationship.

6. Transfer of ownership, guarantee of right to purchase price

- 6.1. For those cases where payment in cash or advance payment has been agreed upon, title shall pass in full to the customer immediately upon delivery.
- 6.2. In the event that no reservation of Seller's title exists at the place of delivery according to the following provisions, the customer shall provide us with a functionally equivalent means of performance security (e.g. letter of credit or bank guarantee).
- 6.3. If the Seller's reservation of title is recognized by law at the place of delivery, we retain title to the Goods until full payment of the purchase price pursuant to Clause 5.1.

- 6.4. The customer shall take absolutely any and all measures necessary to preserve the reservation of title of the Seller or a functionally equivalent security right accepted in the country of destination (the customer's registered office). If the Customer is in breach of this obligation, there is a material breach of contract.
- 6.5. The Customer is obliged to handle the secured Goods with care, namely to insure it at its own expense to a sufficient extent at its replacement value against damage caused by fire, water or theft.
- 6.6. In the event of seizure, confiscation, damage and/or loss of the delivered items, the Customer shall notify us without delay; breach of this obligation shall entitle us to terminate the contract. The Customer shall bear all costs necessary for the successful release of the seizure and, in individual cases, for the successful recovery of the secured Goods, if these cannot be recovered from third parties.
- 6.7. If we have effectually terminated the contract, we shall be entitled to the return of the secured Goods, provided they have been stipulated within an acceptable period of time. The Customer shall bear the costs incurred in exercising the right of return, in particular the costs of transport. We are entitled to sell the secured Goods and recover the profit from the amount received from their sale, if this has been stipulated within an acceptable period of time. If this amount exceeds the outstanding amount, the surplus shall be returned to the Customer.

7. Survey and defect list

- 7.1. The Customer shall examine or have the Goods examined and, if necessary, check or have the documents sent to us checked as soon as they have been received.
- 7.2. Our liability for non-compliance of the Goods and/or documents with the contract is excluded without the Customer being entitled to invoke any excuses in the event that he does not notify us in writing of such non-compliance immediately, within 7 working days at the latest (Saturdays are not considered as working days), after he has established or should have established such non-compliance and in doing so does not state the exact type of non-compliance with the contract, regardless of what reasons the Customer gives for not complying with such requirements. The Customer shall send the defect list within an earlier named deadline; it is also necessary that the defect list sent to us in due time actually reaches us.
- 7.3. When negotiating a complaint, we do not waive in any case the objection of a late, insufficient or unsubstantiated defect list.
- 7.4. In such a case, the Customer loses the right to mention non-conformity of the delivery item with the contract, unless the Customer asserts this within a period of no more than 12 months after the actual delivery of the delivery item to him.

8. Non-compliance of the Goods with the contract

- 8.1. In the event of non-compliance of the Goods or documents with the contract, we are also entitled to eliminate such non-compliance by correcting the defect or - in the event of a material breach of contract - by delivering replacement Goods after the agreed delivery period has elapsed. The right to withdraw in accordance with statutory regulations remains unaffected.
- 8.2. This does not concern non-compliance with the contract due to improper or inappropriate use and storage, incorrect installation or commissioning by the customer or a third party authorized by him, natural wear and tear, incorrect or negligent handling or maintenance in accordance with the documentation, as well as in case of chemical, electrochemical or electrical influences.
- 8.3. The delivery of the Goods for replacement or the rectification of defects does not mean that the period according to Clause 7.4 starts all over again.

- 8.4. Claims arising from a counter claim by the supplier (in particular the costs of dismantling and installation) are excluded if the defective Goods have already been processed by the Customer or another company, e.g. by mounting them into another product.
- 8.5. The Customer shall be obliged to give us the time and opportunity necessary for subsequent performance, in particular, to hand over the Goods in question to us for inspection purposes. If according to the Customer's defect list it is not possible to establish whether the delivery item is not in conformity with the contract, the Customer shall reimburse us for the costs incurred in connection with the inspection of the delivery item.
- 8.6. In the event of delivery for replacement purposes, the Customer shall return the defective Goods to us in accordance with the statutory regulations.
- 8.7. If the Customer has set us a reasonable additional deadline for the fulfilment of the contract and the contract has not been fulfilled within this deadline or we have unjustifiably refused to fulfil it, he shall be entitled to reduce the purchase price or - in case of material breach of contract - to demand the cancellation of the contract. A material breach of contract shall not occur if we rectify the breach of contract within a reasonable additional period of time set by the Customer, which shall be at least six weeks.
- 8.8. A reduction in the purchase price depending on the amount shall be limited to the amount of the damage suffered by the customer.
- 8.9. Claims for partial performance shall not entitle the Customer to withdraw from the remainder of the contract, unless the Customer has the right to withdraw from the entire contract due to partial performance related to the defective Goods.
- 8.10. We shall only be liable for damage arising from non-conformity of the Goods with the contract to the extent specified in Clause 9.

9. Scope of liability

- 9.1. We shall be liable without limitation for damages resulting from injury to life, body or health which are based on a negligent breach of duty on our part or an intentional or negligent breach of duty on the part of our legal representative or agent as well as in the case of statutory liability without fault, in particular under the Product Liability Act and in the case of warranty liability.
- 9.2. We shall be liable for other types of damage based on an intentional or grossly negligent breach of obligations on our part or based on an intentional or grossly negligent breach of obligations on the part of our legal representative or agent. In this case, liability is limited to the damage foreseeable at the time of conclusion of contract, arising in typical cases.
- 9.3. In all other cases of liability, claims for damages due to breach of contractual obligation shall be limited to the amount of our insurance in the amount of [...] million euro. If a higher number of damages is expected, the Customer must indicate this to us prior to entering into the contract in accordance with Clause 2.5; in this case we will take care of the higher amount of insurance cover at the request and expense of the Customer.
- 9.4. We shall not be liable for consequential damages, excess costs, loss of profit or other property damage of the Customer.
- 9.5. This does not affect the limitation of liability in the event of late delivery pursuant to Clause 3.8.
- 9.6. In all other cases, our responsibility is excluded.
- 9.7. The exclusion or limitation of our liability shall apply equally to the personal liability of our employees, representatives and other agents.

- 9.8. The terms "damages" or "claims for damages" in these export conditions also cover claims for compensation for expenses incurred in vain.

10. Contract update

If any event pursuant to clauses 3.6. a) - c) significantly changes the economic significance or content of the delivery or affects significantly our business, the contract may be adjusted with due diligence. If it is economically justified, we can exercise our right to withdraw from the contract. This provision also applies in the case of non-issuance or non-applicability of export licenses. If we intend to exercise such a right of withdrawal from the contract, we shall, upon becoming aware of the limits of the event, notify the Customer without delay, including in the event that an extension of the delivery date has first been agreed with the Customer.

11. Statute of limitation

- 11.1. In the case of statutory liability without fault, in particular under the Product Liability Act, and in the case of warranty liability, the statutory limitation period applies.
- 11.2. The statute limitation of actions also applies in the case of damage to life, body or health resulting from a negligent breach of duty on our part or an intentional or negligent breach of obligations on the part of our legal representative or agent, in the case of other damages based on an intentional or grossly negligent breach of duty on our part or an intentional or negligent breach of duty on the part of our legal representative or agent, as well as in the event of damage based on willful or negligent breach of material obligations under the relevant contract on our part or on the part of our legal representatives or agents.
- 11.3. In all other cases the warranty period shall be one year.

12. Deteriorating property status and creditworthiness

- 12.1. If the Buyer's property deteriorates after the contract has been concluded, the legal provisions of the UN Convention on contracts for the International Sale of Goods shall apply.
- 12.2. This also applies if, after the conclusion of the contract, we become aware of facts that give reason to doubt the Buyer's solvency or creditworthiness, unless the Buyer proves that we were already aware of such facts at the time of conclusion of the contract.

13. Protective rights

- 13.1. We shall not be liable for infringement of any third party's protective rights in the event of delivery of goods which we have manufactured according to the Buyer's drawings, models or other information. The Buyer shall relieve us from claims of third parties.
- 13.2. We guarantee that our goods do not infringe on anyone's protective rights in Germany. In the event of infringement of third-party protective rights, we will only be liable as per legitimate regulations. We will not compensate the Buyer for any loss of profit in the event of an infringement of a third party's protective rights.

14. Venue of performance, applicable law and place of jurisdiction

- 14.1. The place of delivery performance and payments shall be Markdorf.

- 14.2. Only the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.04.1980 in its English language version shall apply to these export conditions and all legal relationships between us and the Customer. Legal matters which are not governed by this Convention or which cannot be resolved in accordance with its principles are subject to German law.
- 14.3. The venue for all disputes arising out of contractual relationships is Ravensburg. However, we are also entitled to make claims at the Customer's lawful place of jurisdiction.

15. Binding nature of the contract

- 15.1. If certain clauses are legally invalid, the contract remains binding in its other parts. This provision shall not apply if adhering to the contract would be unduly burdensome for one party.

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