

GENERAL TERMS AND CONDITIONS OF DELIVERY AND SERVICE

of Invatec GmbH
(State 10/2025)

1. Scope of Application, Protective Clause, Written Form

- 1.1. Our terms and conditions shall only apply vis-à-vis entrepreneurs (Section 14 of the German Civil Code [\[§ 14 BGB\]](#)) and legal entities governed by public law or governed by public special funds. Only these terms and conditions shall apply for any and all of our - also future - deliveries and services. Any deviating or additional terms and conditions of our customers are non-binding for us unless we explicitly acknowledge them, even if we do not specifically object to their application separately. In this specific event, they shall only apply to the respective individual contract.
- 1.2. Unless otherwise explicitly required in the general terms and conditions at hand, the specific written form agreed shall also be deemed in compliance with the text form (as defined in Section 126b of the German Civil Code [\[§ 126b BGB\]](#)).

2. Contract conclusion

- 2.1. Our offers shall always be subject to alteration without notice unless explicitly designated as binding. The customer is bound by his order for two weeks as of the date of receipt of the order.
- 2.2. Orders as well as modifications of orders shall be deemed to have been accepted only after our confirmation. Receipt of a delivery note or of an invoice by the customer and also performance of the delivery or rendering of the service shall be deemed as a confirmation. Provided that the customer objects the content of a confirmation he shall have to submit his objection immediately, at the latest within a period of three working days; the content of the confirmation shall otherwise be deemed to have been accepted. The contract shall be deemed concluded at the latest upon acceptance of the delivery in accordance with our confirmation.
- 2.3. The customer bears the responsibility to verify his order as well as any and all contractual documents for completeness, correctness, and suitability for the intended use.
- 2.4. In case of call-off contracts, we agree on a delivery quantity with the customer, which the customer shall call off within the agreed period. The call-offs must be submitted at the latest six weeks prior to the beginning of the corresponding delivery month.

3. Prices, Terms of Payment, Electronic Invoicing

- 3.1. Our prices are based on the list prices valid at the day of the contract conclusion plus the statutory value added tax and are quoted excluding packaging and transportation costs ex-factory. Incidental expenses shall be calculated on request.

- 3.2. Insofar as the prices are based on our list prices, we shall be entitled to price increases, provided that the delivery is scheduled to take place or may only take place more than four months after the contract conclusion for reasons within the customer's responsibility. We shall also be entitled to increase the price if our total production costs, in particular the prices of materials, standard wages, statutory and collectively agreed social insurance contributions, and freight costs are increased after conclusion of the contract and if delivery is scheduled to take place or may only take place more than one month after the contract conclusion for reasons within the customer's responsibility.
- 3.3. In the event that we handle the assembly or installation and nothing else has explicitly been agreed, the customer shall bear any and all necessary incidental expenses such as travel and transportation costs as well as field allowance in addition to the agreed remuneration.
- 3.4. Our outstanding receivables are due immediately and payable with a period of 30 days as of the date of the invoice without any deduction in EURO. Any discount shall be granted only if separately agreed. We are entitled to the statutory rights in case of any default in payment.
- 3.5. In the event of the customer being in default with a payment in excess of two weeks, if he has suspended payment or if it becomes evident that our payment will be jeopardised by a lack of solvency of the customer after conclusion of the contract, we shall be entitled to declare our receivables arising from all contracts immediately due and payable. We are entitled to set a reasonable deadline for advance payments or security deposits for products not yet delivered; if this period expires unsuccessfully, we shall be entitled to withdraw from the contract and demand compensation for damages.
- 3.6. Irrespective of different provisions of the customer we shall be entitled to set payments off against older debts first.
- 3.7. The customer shall have the right to offset a claim only if his counterclaim has been established as being legally valid or is undisputed. This prohibition to offset shall not apply to a counterclaim for reason of a defect that is based on the same contractual relationship than our claim. The customer shall be entitled to exercise a right of retention only insofar as his counterclaim is based on the same contractual relationship.

4. Delivery, Performance, Passage of Risk, Acceptance Inspection

- 4.1. Details regarding dates and periods for deliveries and services are non-binding unless a deadline or a date have explicitly been confirmed in exceptional cases.
- 4.2. Compliance with delivery dates and periods always assumes that any and all commercial and technical questions between the parties have been clarified and that the customer has complied with any and all of his duties to cooperate and to supply free-issue parts including the performance of an agreed down payment. The delivery dates and periods shall otherwise be extended accordingly. We shall enter into default only by way of a written reminder after the due date.

- 4.3. Adjustments and optimisations may be required for equipment that was built or modified as agreed in accordance with customer requirements and/or for the manufacturing of specific customer products in order to achieve the agreed specifications. We shall be entitled to postpone delivery and/or acceptance dates up to eight weeks in such a specific case without our company entering into default.
- 4.4. In cases of force majeure which renders our services considerably more difficult or makes them partially impossible, we shall be entitled to appropriately postpone the rendering of the service without entering into default. A case of force majeure for example exists in the event of natural disasters, strike, lockout, administrative measures, during a pandemic (e.g. at our corporate seat, that of our subsuppliers or of the customer) that affect our company either directly or indirectly. Performance disruptions caused by a pandemic are deemed to be a case of force majeure although the pandemic as such may have already been a known phenomenon. Should the rendering of services be postponed by more than three months, the parties shall negotiate an appropriate adaptation or termination of the contract.
- 4.5. The customer undertakes to assure that any and all collaboration and free-issue parts required for performance of the deliveries and rendering of the services are provided fully, without any defects, in time and in accordance with the state of the art. Unless otherwise agreed, the customer undertakes to provide his collaboration and free-issue parts at his own expenses and risk. In the event that the customer culpably violates his obligation to collaborate and provide free-issue parts and if the result is a delay in our delivery performance or service rendering, we shall be entitled to demand compensation for the damage including any additional expenditures thus incurred. The customer shall be liable for damages vis-à-vis third parties caused by the culpable violation of his obligation to collaborate and provide free-issue parts.
- 4.6. The contractual performance is subject to the condition that there are no obstacles on the basis of German, US or any other applicable national, EU or international provisions of the foreign trade law as well as embargos or sanctions to prevent it.
- 4.7. The customer undertakes to submit any and all information and documentation that is required for export, shipping and/or import.
- 4.8. Insofar as binding deadlines may not be complied with due to reasons we are not responsible for (non-availability of the service), we shall inform the customer immediately and at the same time communicate the presumable new deadline. If the service will also not be available within the new deadline, we shall inform the customer immediately and shall be entitled to wholly or partially withdraw from the contract; we shall immediately reimburse any return service of the customer already rendered. The non-availability of the service in this sense applies in particular in the event of an incorrect or late self-delivery by our suppliers, if we have concluded a congruent hedging transaction, in the event of other disturbances in the supply chain for example due to force majeure or if we are not obliged to procurement. The right of the customer to withdraw from the contract in accordance with the statutory provisions remains unaffected.
- 4.9. We shall be entitled to partial deliveries and services insofar as (a) the partial delivery for the customer may be utilised in the context of the contractual intended purpose, (b) delivery of the remaining goods ordered is assured and (c) if no significant additional efforts or additional costs

are incurred by the customer as a result (unless we declare our willingness to bear the incurred costs).

- 4.10. Our deliveries shall be effected EX WORKS – EXW from our business premises (Incoterms 2020) unless otherwise agreed.
- 4.11. If shipping of the goods is agreed, the risk of accidental loss and the accidental deterioration of the goods – even though we may handle the delivery, have borne the shipping costs or perform the installation and commissioning - shall pass to the customer upon their dispatch, at the latest, however, when leaving the factory. Shipping method, dispatch route and packaging shall be selected at our discretion for lack of written instructions provided by the customer. We shall arrange transport insurance only on request and on behalf of the customer. The customer shall inspect the goods for transport damages upon receipt. He shall immediately inform the transporting person about a transport damage and have him sign the damages statement on the bill of lading, forwarding order or delivery note. The customer shall also communicate the transport damage to our company using a damage log.
- 4.12. The customer shall immediately inspect the goods for defects. Recognisable defects are to be reported at least in text form immediately, at the latest within a period of ten working days after delivery, concealed defects at the latest five working days after their discovery. In the event of mutual commercial transactions between traders, Section 388 of the German Code of Commercial Law [\[§ 377 HGB\]](#) shall be unaffected.
- 4.13. If the customer intends to install or mount the goods delivered by our company, he shall inspect the features essential for installation or mounting and for the subsequent intended use and shall immediately inform our company of any defects in text form, insofar as such inspection is reasonable in accordance with the type and nature of the goods. Should the customer fail to perform such an inspection, this shall be deemed as gross negligence. In this case, defect rights of the customer regarding these features will only be considered if the respective defect was maliciously concealed by our company or if we have assumed a warranty for the nature of the goods.
- 4.14. In the event that shipping is delayed as a result of circumstances under the responsibility of the customer, the risk shall pass on to the customer as of the day the goods are ready for dispatch. In this case we shall be entitled to store the goods at our discretion at the expense and risk of the customer and demand payment of the agreed price. We are entitled to charge a lump sum of 1.0 % of the invoiced amount per month started as costs; we reserve the right to submit proof for higher costs and the customer shall have the right to submit proof for lower costs.
- 4.15. Transport packaging and any and all other types of packaging are non-returnable in accordance with the Packaging Ordinance – with the exception of pallets – and shall be disposed of by the customer at his own expense.
- 4.16. Our information regarding the delivery or performance object (e.g. weights, dimensions, utility value, load-bearing capacity, tolerances and specifications) together with its representation (e.g. drawings and illustrations) shall be deemed approximate unless the prerequisite for its usability for the contractually stipulated purpose is a precise match. This information consists of

descriptions of the delivery and service but does not constitute any guaranteed quality features. Customary deviations and deviations that are based on legal provisions or constitute technical enhancements as well as the substitution of components with parts of equal standard are permissible insofar as they do not impair the usability for the contractually stipulated purpose.

- 4.17. In the event that an explicit exception is agreed it shall be implemented immediately on the date of acceptance and/or after our notification that the goods are ready for the acceptance inspection. Moreover, a service shall be deemed to have been accepted if the customer has not given notice of a defect in writing within a period of one week after rendering of the service and/or notification that the goods are ready for the acceptance inspection.

5. Reservation of Ownership, Security Rights

- 5.1. We reserve the right of ownership in our goods ("conditional commodity") until full payment of any and all also future claims under the entire business relationship including any and all subsidiary claims. In case of a current account, the reserved ownership rights shall be deemed as security for our balance claim.
- 5.2. The customer shall be entitled to sell goods subject to our reservation of ownership in the framework of his orderly business operations. The customer already today cedes any and all claims arising from the sale including any and all subsidiary claims. We accept the cession.
- 5.3. The reservation of ownership encompasses the products created by the processing, mixing or combination of our goods at their full value and we shall be deemed the manufacturers. Provided that the ownership rights of third parties are maintained in case of a processing, mixing or combination of their goods, we shall acquire a co-ownership in proportion to the invoice value of the goods processed, mixed or combined. The regulations that apply to the conditional commodity shall also apply to the product created.
- 5.4. The customer shall neither be entitled to pawn nor to assign the conditional commodity as security. Access of third parties to the conditional commodity, in particular seizures, shall be communicated by the customer to our company in writing. The customer undertakes to immediately object to access attempts, making reference to our rights.
- 5.5. In the event of a default in payment we shall be entitled to withdraw from the contract as per the statutory provisions and demand immediate return of the goods.
- 5.6. We undertake to release the conditional commodity and assigned claims insofar as the realisable value of the collaterals exceeds 110% of the secured claim. The release shall be realised by way of transfer and/or reassignment.
- 5.7. The customer undertakes to bear the costs for repossession and exploitation of the conditional commodity. The fixed percentage for the costs amounts to 5% of the proceeds of the goods

realised including value added tax unless we submit proof for higher costs or the customer submits proof that no or lower costs have been incurred.

6. Claims for Defects

- 6.1. The goods are free from defects and deficiencies if they correspond to the agreed quality. The agreed quality is the result of our product description and order confirmation. Public statements, promotion or advertising made or implemented by our company, the manufacturer or assistants are without relevance for the quality. A lack of suitability for a use intended by the customer shall only constitute a defect if we have explicitly confirmed the suitability for this particular intended use in writing. Where required, our products comply with the statutory requirements within the European Union (EU). We shall guarantee conformity with legal requirements in countries outside the EU only if this has explicitly been agreed in writing.
- 6.2. We are only obliged to provide delivery free of industrial property rights and copyrights of third parties (protective rights) in Germany. Claims of a customer are excluded if the violation of protective rights is caused by specific specifications of the customer, by an application unforeseeable by our company or by the fact that the goods were modified by the customer or employed together with products not supplied by our company.
- 6.3. The customer undertakes to give our company the opportunity to verify notices of defects – also by third parties. In the event the notice of defect is unfounded, the customer shall be obliged to reimburse our company for the efforts and expenditures caused by the verification.
- 6.4. In the event of defects, we undertake to either remedy the defect or supply new goods (supplementary performance). In the event of failure, unreasonableness or refusal of supplementary performance, the customer shall be entitled to reduce the price or – in case of significant defects – withdraw from the contract and/or demand compensation for damages within the boundaries of Para. 7.
- 6.5. We shall bear expenditures incurred in connection with the supplementary performance that are caused by the fact that the goods sold were transported to a location other than the place of fulfilment only if this corresponds to its contractual use.
- 6.6. The customer shall not be entitled to assign claims for defects.
- 6.7. Recourse claims of the customer against our company as per Section 445 of the German Civil Code [\[§ 478 BGB\]](#) (recourse of the entrepreneur) and Section 445a of the German Civil Code [\[§ 445a BGB\]](#) (recourse of the seller) shall exist only insofar as the customer has not concluded an agreement with his buyer that goes beyond the statutory defect claims.
- 6.8. We sell pre-owned goods as described and/or “as is” under the exclusion of any and all liability for defects. Any other disposition shall apply only if explicitly agreed, an explicit guarantee

assumed, we have acted grossly negligent as well as in the event of an injury to life, physical integrity or health; the provisions of Paras 6.1. through 6.8. shall remain unaffected in such cases.

7. Liability for Compensation for Damages and Reimbursement of Expenses

- 7.1. Our Liability for compensation for damages and reimbursement of expenses for slight negligence shall be excluded, in particular on account of a breach of duties arising from the contractual obligation and from unlawful acts unless our company has violated an essential contractual duty, that is a duty the fulfilment of which shall enable the proper performance of the contract or compliance which the customer can normally rely on. Our company's liability shall be limited to the damage typical for a contract in this specific case, the occurrence of which was to be expected by our company at the time of contract conclusion because of the circumstances known to us.
- 7.2. Damages up to an amount of 100% of the net order value of the respective shipment are deemed to be damages typical for a contract or foreseeable.
- 7.3. If our company enters into default with respect to a service, the liability for damages caused by delay is limited to 10% of the price of the respective service.
- 7.4. The customer undertakes to explicitly point out to our company in writing the danger of an usually high damage with every order; we shall otherwise not be liable for such a damage. An unusually high damage exists in particular if the customer has committed himself vis-à-vis his customers or other third parties to a contractual penalty, a consolidation of damages or to other payments in case of defect or default, that are in connection with our service rendered for the customer.
- 7.5. Our company's liability for damages resulting from injury to life, physical integrity or health, for intent and gross negligence, for the lack of a guaranteed quality and in accordance with the product liability law shall, however, be unlimited.
- 7.6. The above liability stipulations shall apply to the same extent in favour of our organs, legal representatives, employees, and other vicarious agents.

8. Limitation of Claims for Defects and Compensation

The limitation of claims of the customer on account of a defect shall be shortened to one year. The period of limitation also for claims of the customer for damages and reimbursement of expenses that are not attributable to a defect of the goods shall be one year. This shall not apply to an object that was utilised for a building in accordance with its typical utilisation and has caused the defectiveness of said building; the statutory limitation shall apply in this specific case. The shortened periods of limitation shall, however, not apply for claims of the customer on account of an injury to life, physical integrity or health as well as for claims on account of an intentional or grossly negligent breach of duty and the liability in accordance with the product liability law. The limitation of statutory rights of recourse of the customer shall also remain unaffected.

9. Rights

- 9.1. We reserve the ownership and copyrights for illustrations, drawings, calculations, cost estimates, and other documents. These documents may only be made accessible to third parties after our previous consent.

10. Secrecy

- 10.1. The customer undertakes to treat as a trade secret any and all commercial and technical information, which may become known to him as a result of the business relationship with our company and he may use them only for the purpose of collaborating with our company as long and insofar as they are not or become common knowledge, in particular any and all information identified as "secret", "confidential" or the like. The information is to be kept in a safe place and protected against the unauthorised access by third parties. This shall particularly also apply to vicarious agents (also employees) of the customer. Obtaining written commitments from them is mandatory; the commitments shall be submitted to our company upon request.
- 10.2. Insofar as not prohibited by copyright or law anyhow, the customer is prohibited from acquiring a trade secret by way of observation, examination, reverse engineering or testing of products or objects that we have ceded to him.

11. Concluding Provisions

- 11.1. German law shall apply under the exclusion of the UN purchase law (CISG).
- 11.2. If the customer is a trader, legal entity governed by public law or governed by public special funds, the place of jurisdiction for any and all disputes arising from or in connection with the contractual relationship shall be at our corporate seat or also at the corporate seat of the customer, which shall be at our discretion. This shall also apply in cases in which the customer does not have a domestic general place of jurisdiction, has moved his place of residence or usual place of abode to a foreign country after conclusion of the contract or if neither the place of residence nor the usual place of abode of the customer are known at the time proceedings are commenced.
- 11.3. In the event that one or several of the above provisions is/are or become(s) invalid, the validity of the remaining clauses shall not be affected.

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