

General Terms and Conditions of Sale of Vischer & Bolli Automation GmbH

1. General - Scope

- 1.1 Our deliveries and services are provided exclusively on the basis of our following General Terms and Conditions of Sale (hereinafter "**GTCS**"). We do not accept conflicting conditions of the Customer or conditions of the Customer that deviate from these GTCS or conditions of the Customer that are not regulated in these GTCS, unless we have expressly agreed to their validity in writing. Our GTCS also apply if we execute the delivery or service without reservation in the knowledge of the Customer's conditions that conflict with or deviate from our GTCS or are not regulated in our GTCS, or if the Customer in its inquiry, in its order or otherwise in connection with the execution of the contract refers to the validity of its Conditions.
- 1.2 In the context of ongoing business relationships, our GTCS also apply to future transactions with the Customer, without the need for an express reference to the GTCS by us in each case.
- 1.3 All agreements made between us and the Customer for the purpose of the execution of a contract are set out in writing in the respective contract and in these additionally applicable GTCS.
- 1.4 Our GTCS only apply to companies within the meaning of §§ 310 Para. 1, 14 BGB (*Bürgerliches Gesetzbuch*).

2. Offer - Offer Documents

- 2.1 Our offers are generally non-binding, unless expressly agreed otherwise.
- 2.2 If our offers are exceptionally binding, they are valid for a period of 14 days from the date of the offer, unless expressly agreed otherwise.
- 2.3 Customer orders are only binding for us if we have confirmed them in writing or conclusively accepted them through delivery or invoicing. Receipt of a delivery note by the Customer also counts as confirmation by us.
- 2.4 The Customer is obliged to carefully check the descriptions of our deliveries and services for their correctness, completeness, and appropriateness. This applies in particular to project offers in which we have made assumptions on which we have based our calculation and our delivery and service description. If our assumptions are not correct, the Customer must inform us immediately so that we can correct our presentation.
- 2.5 Unless expressly agreed otherwise, we are entitled to make changes to an agreed design or an agreed manufacture of our products, provided these are minor changes or customary deviations and these are reasonable for the Customer, taking our interests into account. On the Customer's side, the scale for reasonableness is the impact on the value and functionality of the products, on our side, technical, in particular production-related requirements.
- 2.6 Unless expressly agreed otherwise, we reserve the property rights and copyrights to illustrations, drawings, calculations and other product-, application- or project-related documents that contain valuable know-how, even if we leave them to the Customer. They may not be passed on, published or duplicated or used for any purpose other than the agreed purpose without our prior express written consent.

3. Prices - Terms of Payment

- 3.1 Unless expressly agreed otherwise, our prices for deliveries are "EXW"/"ex works" to Lindau (Lake Constance), Federal Republic of Germany (Incoterms 2020) and do not

include additional costs such as freight, packaging and insurance. Our offers are always valid in euros, unless expressly agreed otherwise.

- 3.2 Statutory value added tax is not included in the prices; it is shown separately on the invoice at the statutory rate on the day of invoicing.
- 3.3 The deduction of cash discount requires a special written agreement.
- 3.4 If the Customer is in default of acceptance and/or the shipment is delayed at the Customer's request, we are entitled to charge the Customer for the costs incurred by storing the goods affected by the default in acceptance/the delay, but at least for each commenced week 0.5% of the price of the goods affected by the default of acceptance/delay, but no more than a total of 5%. The Parties are entitled to prove that higher, lower or no storage costs were incurred. The statutory rights to withdraw from the contract and to claim damages remain unaffected.

4. Payment - Retention and Offsetting - Default

- 4.1 Unless expressly agreed otherwise, the purchase price or the remuneration is due immediately after delivery or service without deduction of discount and to be paid in such a way that we can dispose of the amount on the due date. The Customer bears the costs of payment transactions.
- 4.2 The Customer is only entitled to set-off rights to the extent that his counterclaims are undisputed, have been legally established, are recognized by us or are in a close reciprocal relationship with our claim.
- 4.3 The same applies to rights of retention. In addition, the Customer is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.
- 4.4 If the Customer is in default of payment, we are entitled to demand default interest of 9 percentage points above the published base rate (*Basiszinssatz*) (cf. § 247 BGB (*Bürgerliches Gesetzbuch*)).
- 4.5 If the Customer's financial situation deteriorates after the conclusion of the contract, or if facts exist or become apparent after the conclusion of the contract that justify the assumption that our claim to the consideration is jeopardized by the Customer's inability to pay, we are entitled to demand a security deposit from the Customer and/or to revoke granted payment terms, also for other claims. In the event that the Customer is unable to provide the required security deposit within a reasonable period of time, we are entitled to withdraw from the contract. Existing claims from deliveries made or due to delay remain unaffected, as do our rights under § 321 BGB (*Bürgerliches Gesetzbuch*).

5. Reservation of Self-Delivery - Execution of Deliveries - Delivery Times and Dates - Force Majeure - Default

- 5.1 Unless expressly agreed otherwise, delivery will be made "EXW"/"ex works" (Incoterms 2020) at the place named in our offer or acceptance, or, if no destination is indicated in our offer/acceptance, "EXW" /"ex works" Lindau (Lake Constance), Federal Republic of Germany.
- 5.2 We are released from our delivery obligation if we (a) are not supplied through no fault of our own with the correct goods/supplied parts ordered by us to fulfill the contract in good time and (b) have concluded a congruent cover transaction with the supplier. In such a case, we are also obliged to inform the Customer immediately and to immediately reimburse any payments already received from the Customer.
- 5.3 Our information on delivery and service times are generally not fixed dates (§ 323 Para. 2 No. 2 BGB (*Bürgerliches Gesetzbuch*), § 376 HGB (*Handelsgesetzbuch*)).

- 5.4 Delivery times and dates as well as deadlines only apply if all technical questions are clarified in good time and all of the Customer's obligations are fulfilled in a timely and proper manner (e.g., the provision of the necessary official certificates, insofar as the Customer is responsible for them, the approvals and other confirmations, including approval drawings and machine data and/or the payment of a deposit).

The defense of lack of performance of the contract (*Einrede des nicht erfüllten Vertrages*) remains reserved.

- 5.5 Events of Force Majeure, i.e., events on which we have no influence and for which we are not responsible, entitle us to postpone the delivery or service for the duration of the hindrance inclusive a reasonable start-up time. This also applies if such events of Force Majeure occur during an existing delay. It is irrelevant whether these circumstances occur with us, the delivery plant or one of our sub-suppliers. Should it not be possible for us to deliver the goods or to provide the service within a reasonable period of time due to such events of Force Majeure, the Customer and we have the right to withdraw from the contract or, if applicable, from the part of it that has not yet been fulfilled. Claims for damages due to such a withdrawal do not exist.

Events of Force Majeure include, in particular, official measures and orders (regardless of whether they are valid or invalid), shortages of raw materials or energy, significant operational disruptions, for example through the destruction of the company as a whole or important departments or through the failure of essential production facilities, serious transport disruptions, fire, flood, storm, explosion or any other natural disaster, mobilization, war, riot, pandemic and epidemic.

- 5.6 If the Customer is in default of acceptance or culpably violates other duties/obligations to cooperate, we are entitled to demand compensation for the damage incurred by us, including any additional expenses. Further claims or rights remain reserved.
- 5.7 We are liable for delays in delivery in accordance with the statutory provisions, taking into account the restrictions set out in Section 9 of these GTCS, with the following limitation:

If the delay in delivery is due to simple negligence and liability is not mandatory due to injury to life, limb or health or due to the assumption of a guarantee or a procurement risk, our liability for damage caused by the delay is limited in such a way that the Customer for each completed week of the delay can demand 0.5% each, but a maximum of 5% of the price for that part of the delivery which could not be used as intended due to the delay. This does not involve a change in the burden of proof to the detriment of the Customer. The Customer's statutory right of withdrawal remains unaffected.

6. Transfer of Risk - Shipping - Packaging - Partial Deliveries or services

- 6.1 The risk of accidental deterioration and accidental loss of the goods passes to the Customer as soon as the goods are handed over to him or to the person responsible for carrying out the delivery, but at the latest when they leave our factory, even when we take over the delivery, if partial deliveries are made or if we have taken on other services. If the transport is delayed for reasons for which we are not responsible or because of the Customer's behavior, the risk of accidental deterioration and accidental loss passes to the Customer upon our notification that the goods are ready for transport.
- 6.2 Unless expressly agreed otherwise, "EXW"/"ex works" Lindau (Lake Constance), Federal Republic of Germany (Incoterms 2020) also applies to deliveries with regard to the transfer of risk.
- 6.3 If we have agreed to ship the goods within the Federal Republic of Germany, we determine the shipping route and means as well as the forwarding agent and carrier. In this case, the risk of accidental deterioration and accidental loss of the goods passes to the Customer when the goods are handed over to a forwarding agent or carrier, but

at the latest when they leave the warehouse or the delivery plant. The obligation and costs of unloading are borne by the Customer.

- 6.4 If the goods are shipped abroad, the Customer determines the shipping route and means as well as the forwarding agent and carrier. The Customer takes care of this at his own expense. In this case, the risk of accidental deterioration and accidental loss of the goods passes to the Customer when the goods are handed over to a forwarding agent or carrier, but at the latest when they leave the warehouse or the delivery plant.
- 6.5 The Parties agree and the Parties are aware that when goods are shipped abroad, obtaining the necessary certificates and permits can take up to 6 months.
- 6.6 We insure the goods for every domestic and foreign delivery with transport insurance at the Customer's expense, unless the Customer rejects this transport insurance.
- 6.7 If the shipment is delayed through the fault of the Customer, the risk of accidental deterioration and accidental loss of the goods passes to the Customer from the point at which the goods were reported as ready for shipment.
- 6.8 We always deliver the goods packaged. We provide packaging, protective and/or transport aids according to our experiences at the Customer's expense. We do not assume the Customer's costs for disposing of the packaging himself.
- 6.9 In the event of damage to or loss of the products during transport, the Customer must immediately arrange for an assessment of the facts to be made by the carrier.
- 6.10 If this is reasonable for the Customer, we are entitled to make partial deliveries or partial services to a reasonable extent, which we can invoice separately in each case.
- 6.11 If we are obliged to carry out assembly, the Customer must ensure that assembly can begin within the agreed time, at the latest within 14 days of delivery, and can be carried out without interruption. The Customer is obliged to provide the internal means of transport required for assembly as well as electricity, water, etc. free of charge.
- 6.12 The Customer has no right to issue instructions to our employees or vicarious agents. The Customer's right to issue instructions within the framework of service or work contracts may only be exercised towards one of our legal representatives or a person designated as authorized to represent us.

7. Claims for Defects

- 7.1 The limitation period for claims for defects is 12 months, calculated from the transfer of risk. This does not apply if longer periods are stipulated in accordance with §§ 438 Para 1 No. 2 (buildings and objects for buildings), 479 Para 1 (right of recourse), 634 a (construction defects) and § 438 Para 3 (malice) BGB (*Bürgerliches Gesetzbuch*) and for liability for damage resulting from injury to life, limb or health as well as for liability for damage based on an intentional or grossly negligent breach of duty.
- 7.2 Complaints must be reported to us in writing immediately, but no later than one week after delivery (obvious defects) or discovery of the defect. Otherwise, the assertion of claims for defects is excluded. Customer claims for defects also presuppose that the Customer has properly complied with the statutory inspection and notification obligations (in particular according to § 377 HGB (*Handelsgesetzbuch*)). We do not agree to a restriction of the Customer's statutory inspection and notification obligations (particularly pursuant to § 377 HGB (*Handelsgesetzbuch*)).
- 7.3 If there is a defect, we are entitled to supplementary performance in the form of remedying the defect (subsequent improvement) or delivering a new item free of defects (subsequent delivery).
- 7.4 The Customer agrees with us that if the Customer has a claim for supplementary performance (subsequent improvement or subsequent delivery), the more cost-effective

option should be selected, provided that the Customer does not suffer any disadvantages as a result.

- 7.5 Claims by the Customer for the expenses required for the purpose of supplementary performance, in particular transport, travel, labor and material costs, are excluded if the expenses increase because the goods were subsequently taken to a place other than the place of delivery, unless the shipment corresponds to its intended use.
- 7.6 In the event of notification of defects, payments by the Customer may only be withheld to an extent that is in reasonable proportion to the defects that have occurred. The Customer may only withhold payments if a justified notice of defects is asserted.
- 7.7 If the notice of defects is culpably wrong, we are entitled to demand reimbursement from the Customer for the expenses incurred by us as a result of the unjustified notice of defects.
- 7.8 Customer claims for defects do not exist
 - in case of natural wear and tear
 - in the event of problems and/or damage occurring after the transfer of risk as a result of incorrect or negligent handling of the goods,
 - in the event of problems and/or damage occurring after the transfer of risk as a result of excessive stress or unsuitable equipment,
 - in the event of problems and/or damage occurring after the transfer of risk due to special external influences that are not presupposed by the contract,
 - if improper changes or repair work are carried out by the Customer or third parties,
 - if the Customer or a third party makes changes to the goods without our prior consent or without this being expressly permitted in our sales documents,
 - if the Customer or a third party equips the goods with accessories that are not approved or recommended by us.
- 7.9 Statutory recourse claims of the Customer against us only exist insofar as the Customer has not made any agreements with his customer that go beyond the claims for defects based on German law.
- 7.10 Section 9 of these GTCS shall apply to claims for damages.

8. Industrial Property Rights - Defects of Title

- 8.1 Unless expressly agreed otherwise, we are obliged to provide the deliveries and services free of third-party intellectual property rights only in the country of the place of manufacture and delivery. "**Intellectual Property Rights**" within the meaning of these GTCS are patents, utility models and industrial designs, trademarks, including their respective applications, and copyrights.
- 8.2 If a third party raises legitimate claims against the Customer due to the infringement of Intellectual Property Rights through deliveries and services provided by us and used in accordance with the contract, we shall be liable to the Customer within the period specified in Section 7.1 of these GTCS as follows:
- 8.3 We will, at our discretion and at our expense, (a) obtain a right of use for the deliveries and services concerned, (b) change them in such a way that the Intellectual Property Right is not violated, or (c) exchange them. If this is not possible for us under reasonable conditions, the Customer is entitled to the statutory rights of withdrawal or price reduction. Our obligation to pay damages remains unaffected and is based on Section 9 of these GTCS.
- 8.4 The obligations set out in Section 8 of these GTCS only exist if (a) the Customer immediately informs us in writing of the claims asserted by a third party, (b) does not acknowledge an infringement and (c) we reserve the right to take all defensive measures and negotiate settlements. The Customer must support us to a reasonable extent in defending against the claims asserted.

If the Customer stops using the deliveries and services to reduce damage or for other important reasons, it is obliged to inform the third party that the cessation of use is not associated with any acknowledgment of an infringement of Intellectual Property Rights.

- 8.5 Claims by the Customer are excluded insofar as the Customer is solely responsible for the infringement of Intellectual Property Rights.
- 8.6 Claims by the Customer are also excluded if the infringement of Intellectual Property Rights is caused (a) by special specifications of the Customer, (b) by an application that we could not foresee or (c) by the fact that the delivery or service was modified by the Customer or a third party or was used together with products not supplied by us.
- 8.7 Claims by the Customer against us or our vicarious agents because of a defect in title that go beyond or differ from those regulated in this Section 8 of these GTCS are excluded.

9. General Limitation of Liability

- 9.1 We are only liable for damages and reimbursement of futile expenses within the meaning of § 284 BGB (*Bürgerliches Gesetzbuch*) (hereinafter "**Damages**") due to defects in the delivery or service or due to the violation of other contractual or non-contractual obligations, in particular due to tortious acts, only in the case of intent or gross negligence. The above limitation of liability does not apply to injury to life, limb or health, the assumption of a guarantee or a procurement risk, the breach of Essential Contractual Obligations and liability under the Product Liability Act (*Produkthaftungsgesetz*).
- 9.2 The Compensation for damages due to a breach of Essential Contractual Obligations is limited to the compensation for damage typical of the contract, which we should have foreseen as a possible consequence when the contract was concluded due to circumstances recognizable to us, unless there is intent or gross negligence or liability due to injury to life, limb or health or the assumption of a guarantee or a procurement risk or liability under the Product Liability Act (*Produkthaftungsgesetz*).
- 9.3 The foreseeable damage typical of the contract within the meaning of Section 9.2 of these GTCS amounts to
 - a. per claim: a maximum of 100% of the net purchase price of the contract concerned; and
 - b. in the event of several claims relating to the Customer within a calendar year: a maximum of 100% of the net sales at which the Customer purchased products from us in the respective calendar year up to the occurrence of the claim.
- 9.4 Irrespective of the above Sections 9.1 and 9.2 of these GTCS, when determining the amount of the claims for damages against us, the economic circumstances at our company, the type, scope and duration of the business relationship, any contributions to the cause and fault on the part of the Customer in accordance with § 254 BGB (*Bürgerliches Gesetzbuch*) must be appropriately taken into account in our favour. In particular, the compensation payments, costs and expenses that we are obliged to bear must be in reasonable proportion to the value of the products delivered by us.
- 9.5 Insofar as liability for damages towards us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, workers, representatives and vicarious agents.
- 9.6 A change in the burden of proof to the detriment of the Customer is not associated with the above provisions in this Section 9 of these GTCS.
- 9.7 "**Essential Contractual Obligations**" within the meaning of Section 9.1 and Section 9.2 of these GTCS are those obligations whose fulfillment makes the proper execution of the contract possible at all and on the fulfillment of which the Customer relied and was entitled to rely.

10. Retention of Title

- 10.1 All delivered goods remain our property until all claims have been settled, in particular the respective balance claims to which we are entitled within the framework of the business relationship with the Customer (balance reservation). The goods covered by this retention of title are hereinafter referred to as "**Reserved Goods**". This also applies to future and conditional claims, e.g., from bills of exchange, and also if payments are made on specially designated claims. This balance reservation finally expires with the settlement of all claims still open at the time of payment and covered by this balance reservation.
- 10.2 If (a) the Customer does not meet his payment obligations, (b) the Customer is in default of payment, (c) an application is made to open insolvency proceedings against the Customer's assets, (d) the Customer has stopped making payments or (e) in the event of other breaches of duty by the Customer, we are entitled to take back the Reserved Goods. If we take back the Reserved Goods this constitutes a withdrawal from the contract. The Customer is obliged to hand over the Reserved Goods to us.
- 10.3 The Customer may process, combine and mix the Reserved Goods in the ordinary course of business. Any processing, combination or mixing of the Reserved Goods is always carried out for us as the manufacturer within the meaning of § 950 BGB (*Bürgerliches Gesetzbuch*), without obligating us. The processed, combined and mixed goods are considered as Reserved Goods. If the Customer processes, combines or mixes the Reserved Goods with other goods, we are entitled to co-ownership of the new item in proportion to the invoice value of the Reserved Goods to the invoice value of the other goods used. If our ownership expires as a result of processing, combination or mixing, the Customer hereby transfers to us the ownership rights to which he is entitled to the new inventory or the item to the extent of the invoice value of the Reserved Goods. The Customer keeps our (co)ownership for us free of charge.
- 10.4 The Customer is revocably permitted to sell the Reserved Goods in the ordinary course of business under his normal terms and conditions. He is not entitled to other disposals of the Reserved Goods.
- 10.5 The claims from the resale of the Reserved Goods or any other legal reason relating to the goods in our (co)ownership, together with all securities that the Customer acquires for the claim, are already assigned to us as security in the amount of the invoice value of the goods in question ceded. They serve as security to the same extent as the Reserved Goods. If the Reserved Goods are sold by the Customer together with other goods not sold by us, the claim from the resale is assigned to us in the ratio of the invoice value of the Reserved Goods to the invoice value of the other goods sold. When selling goods in which we have (co)ownership shares, a part corresponding to our co-ownership share is assigned to us. If the Reserved Goods are used by the Customer to fulfill a work contract, the claim from the work contract is assigned to us in advance to the same extent.
- 10.6 We may demand that the Customer informs his customers of the assignment, informs us of all assigned claims and their debtors and provides us with all information and documents that are necessary for collection.
- 10.7 The Customer is revocably entitled in the ordinary course of business to collect claims assigned to us from the resale in his own name. We can revoke this authorization to collect if (a) the Customer does not meet his payment obligations, (b) the Customer is in default of payment, (c) an application is made to open insolvency proceedings against the Customer's assets, (d) the Customer has stopped making payments or (e) in the event of other breaches of duty by the Customer.
- 10.8 An assignment of claims from the resale of the Reserved Goods is not permitted, unless it is an assignment by way of real factoring, which is reported to us and in which the

factoring proceeds exceed the value of our secured claim. Our claim becomes due immediately when the factoring proceeds are credited.

- 10.9 The pledging, assignment as security or other dispositions regarding Reserved Goods is not permitted. The Customer must inform us immediately of any seizure or other impairments by third parties. The Customer bears all costs that have to be incurred to remove access or to transport the Reserved Goods back, unless they are reimbursed by third parties.
- 10.10 We undertake to release the securities to which we are entitled at the Customer's request insofar as the realizable value of our securities exceeds the claims to be secured by more than 10%. We decide on the selection of the securities to be released.

11. Software Use

- 11.1 If software is included in the scope of delivery, the Customer is granted a non-exclusive right to use the software supplied, including its documentation. The software is only made available for use on the delivery item intended for this purpose. The Customer is prohibited from using the software on more than one system.
- 11.2 The Customer may only copy, revise, translate or convert the software from the object code to the source code to the extent permitted by law (§§ 69a ff UrhG (*Urhebergesetz*)). The Customer undertakes not to remove manufacturer information - in particular copyright notices - or to change them without our prior written consent.
- 11.3 All other rights to the software and the documentation including the copies remain with us or with the software supplier. Sublicensing is not permitted.

12. Place of Performance - Place of Jurisdiction - Applicable Law

- 12.1 Unless expressly agreed otherwise, the place of performance for all obligations of both Parties is Lindau (Lake Constance), Federal Republic of Germany.
- 12.2 The place of jurisdiction for all legal disputes that fall within the substantive jurisdiction of the local courts (*Amtsgerichte*) is the Local Court of Lindau (Lake Constance), Federal Republic of Germany and for legal disputes that fall within the substantive jurisdiction of the regional courts (*Landgerichte*), the Regional Court of Kempten (Allgäu), Federal Republic of Germany. However, we are optionally entitled to bring an action at the Customer's registered office.
- 12.3 The law of the Federal Republic of Germany shall apply exclusively, excluding the conflict of law provisions and the Convention on Contracts for the International Sale of Goods.