

TERMS AND CONDITIONS OF SALE

EDER MASCHINENBAU GMBH

1. General – Scope of application

- (1) The terms and conditions of sale of EDER Maschinenbau GmbH (hereinafter also referred to as: 'EDER') shall apply exclusively; EDER shall not recognise any terms and conditions of the Customer (hereinafter also referred to as: 'Buyer', 'Purchaser') that conflict with or deviate from these terms and conditions of sale, unless EDER has expressly agreed to their validity in text form. The EDER terms and conditions of sale shall also apply if EDER carries out the delivery to the Customer without reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from these terms and conditions of sale.
- (2) All terms agreed between EDER and the Customer for the purpose of executing this Contract are set out in this Contract.
- (3) These terms and conditions of sale shall only apply to companies within the meaning of § 310 para. 1 of the German Civil Code.
- (4) The contracting parties shall confirm any verbal agreements in writing without undue delay. Likewise, all legally relevant declarations and notifications of the Supplier with regard to the Contract shall be made in writing.

2. Offer – Offer documents

- (1) All offers from EDER are subject to change and non-binding. Contractual relationships only come into being when EDER confirms the order in writing.
- (2) Offers, cost estimates, drawings and other documents created by EDER remain the intellectual property of EDER. The customer requires the express written consent of EDER before passing them on to third parties.
- (3) If the order qualifies as an offer, EDER can accept it within two weeks.

3. Prices

- (1) Unless otherwise agreed, prices are exclusive of packaging and shipping costs.
- (2) The prices of the EDER price list valid at the time of the conclusion of the Contract shall apply, unless otherwise stated in the order confirmation. EDER reserves the right to adjust prices accordingly if, after the Contract has been concluded, costs increase or decrease, in particular due to collective wage agreements, changes in the price of materials or energy, or changes in transport costs, provided that delivery is not to take place within four months of the

conclusion of the Contract. In the event of a price increase, this is limited by the price that can be achieved on the market. Proof of cost increases will be provided to the Customer upon request.

- (3) The statutory value added tax is not included in the prices of EDER; it will be shown separately on the invoice at the statutory rate on the day of invoicing.
- (4) The deduction of a discount requires a special agreement in text form.

4. Payments

- (1) Unless otherwise stated in the order confirmation, the purchase price (without deduction) is due for payment immediately. EDER reserves the right – even in ongoing business relationships – to accept an order in whole or in part only against advance payment. The reservation will be declared at the latest with the order confirmation.
- (2) Payments are to be made in cash or by bank transfer.
- (3) In the event of default in payment, interest shall be charged on payments due at a rate of 9 percentage points above the base interest rate.
- (4) The acceptance of partial payments by EDER does not in any case constitute a deferment of the claim.
- (5) The Customer shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or have been recognised by EDER. Furthermore, it shall only be entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship, in particular on warranty rights.

5. Delivery time

- (1) Delivery times shall only be binding if they have been expressly designated as such by EDER.
- (2) The delivery period shall commence upon conclusion of the Contract or, in the case of provision of materials by the Customer, upon receipt of the materials, but not before clarification of all questions to be determined before the start of production.
- (3) Unless otherwise stated in the order confirmation, delivery 'ex works' is agreed. The delivery period shall be deemed to have been met if the delivery item has been completed in the factory by the time it expires.
- (4) Delivery is subject to timely and proper delivery by our suppliers.
- (5) Compliance with the delivery obligation by EDER also requires the timely and proper fulfilment of the Customer's obligations. The right to claim non-performance of the Contract remains reserved.
- (6) If the customer is in default of acceptance or if it culpably violates other obligations to cooperate, EDER is entitled to demand compensation for the damages incurred, including any additional expenses. Further claims or rights remain reserved.

- (7) If the conditions of paragraph (5) or (6) are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the Customer at the point in time at which the Customer is in default of acceptance or payment.
- (8) The occurrence of a delay in delivery shall in any case require a reminder from the Customer.
- (9) The delivery time shall be extended if the customer fails to fulfil its contractual obligations when they become due.

6. Force majeure

- (1) A case of force majeure shall be deemed to exist in the event of any unforeseeable, serious event, such as in particular war, cyber attacks, terrorist conflicts, epidemics or pandemics, which is beyond the control of a contracting party and as a result of which a contracting party is prevented in whole or in part from fulfilling its obligations, including fire damage, flooding, strikes, operational disruptions for which they are not responsible, official orders and lawful lockouts.
- (2) In the event of being prevented from fulfilling the contractual obligations, the affected contracting party must notify the other contracting party immediately of the occurrence and the cessation of the force majeure. It shall use its best endeavours to remedy the force majeure and to limit its effects as far as possible.
- (3) The contracting parties undertake to adapt the Contract to the changed circumstances in good faith. For the duration and to the extent of the direct and indirect effect, the contracting parties are released from their obligations under the Purchase contract and therefore do not owe any compensation. In addition, each contracting party may withdraw from the Contract if it is foreseeable that an agreed date of performance will be exceeded by more than six weeks.

7. Transfer of risk – place of performance

- (1) Unless otherwise stated in the order confirmation, delivery 'ex works' is agreed. The place of performance for delivery and subsequent performance is the place of business of EDER.
- (2) Desired shipment is at the expense and risk of the buyer.
- (3) If the customer so desires, EDER will cover the delivery with transport insurance; the customer shall bear the costs incurred in this respect.

8. Complaints/Warranty

- (1) The question of defectiveness is based on the agreement made regarding the nature and contractually presumed use (including accessories and documentation). All product descriptions and manufacturer's specifications belong to the aforementioned nature agreements if they are the subject of the contract or have been made public by EDER at the time of the conclusion of the Contract.
- (2) Claims for defects by the Customer presuppose that the Customer has properly fulfilled its obligations to inspect and give notice of defects in accordance with § 377 of the German Commercial Code. Any complaints due to obvious defects must be reported to EDER in

writing no later than eight days after receipt of the delivery, stating the exact nature and extent of the defect. In the case of hidden defects, the decisive point in time is when the defect was detected or could have been detected during a proper inspection.

- (3) If the purchased item is defective, EDER will, at its own discretion, either rectify the defect or make a replacement delivery. If the expenses required for the purpose of subsequent performance increase due to the fact that the delivery items were taken to a place other than the agreed place of performance at the instigation of the Buyer, the additional costs incurred as a result shall be borne by the Buyer.
- (4) If the subsequent performance fails, the customer is entitled, at its option, to demand withdrawal or a reduction in price. However, the Customer's right of withdrawal is excluded if the defect is only insignificant.
- (5) The Buyer is only entitled to claims for damages in accordance with Section 9 of these terms and conditions of sale.
- (6) The limitation period for claims for defects is 12 months from the transfer of risk. The limitation period in the case of a delivery recourse according to §§ 445b, 478 of the German Civil Code remains unaffected. The following regulation of clause 7 shall apply to the limitation of claims for damages based on defects in the delivery item. 9 para. 7.

9. Claims for damages and limitation of liability

- (1) EDER's liability for damages, regardless of the legal basis (in particular due to impossibility, default, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and unauthorised action), is limited in accordance with this clause 9, insofar as this is based on fault.
- (2) EDER shall not be liable in the event of simple negligence, unless it is a matter of a breach of material contractual obligations (an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely).
- (3) If the breach of duty attributable to EDER is based on simple negligence and an essential contractual obligation is culpably breached, the liability for damages is limited to the foreseeable damage that typically occurs in comparable cases.
- (4) The liability of EDER for an attributable breach of duty based on intent or gross negligence, for injury to body, life and health as well as for guaranteed characteristics and under the provisions of the Product Liability Act remains unaffected.
- (5) The above limitations of liability also apply to breaches of duty by the legal representatives or vicarious agents of EDER. Insofar as the Supplier's liability is excluded under the above provisions, this shall also apply to the personal liability of EDER's employees and agents.
- (6) In the event of a breach of duty not based on a defect, the Customer may only withdraw from or terminate the contract if EDER is responsible for the breach of duty. Any further right of termination on the part of the Customer is excluded. In all other respects, the statutory provisions shall apply.

- (7) In the event of injury to life, limb or health, for claims under the Product Liability Act and for those caused by fraudulent conduct, intent, gross negligence or negligent breach of essential contractual obligations by the legal representatives of EDER, its executives or agents, the statutory limitation period shall apply. The limitation period in the case of a delivery recourse according to §§ 445b, 478 of the German Civil Code remains unaffected. The limitation period in sentence 2 shall commence upon the transfer of risk. If the previous sentences do not apply, the limitation period for claims for damages due to defective delivery is one year from the transfer of risk. Otherwise, the limitation period shall begin at the end of the year in which the claim arose and the customer became aware of the circumstances giving rise to the claim and the person of the debtor, or would have become aware of them had it not acted with gross negligence.

10. Securing of retention of title

- (1) EDER retains title to the delivery item until full payment of the agreed purchase price. However, the customer is entitled to resell the delivery item in the ordinary course of business until revocation by EDER. However, it hereby assigns to EDER all claims with all ancillary rights against third parties in the amount of the agreed purchase price, which accrue to it from the resale against its customers or third parties, irrespective of whether the purchased item has been resold without or after processing. The customer remains authorised to collect this claim even after the assignment. EDER's authority to collect the claim itself remains unaffected. However, EDER undertakes not to collect the claim as long as the customer meets its payment obligations from the collected proceeds, is not in default of payment and, in particular, has not filed for bankruptcy or insolvency proceedings or ceased payments. If this is the case, however, EDER can demand that the customer informs EDER of the assigned claims and their debtors, provides all the information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
- (2) The customer is obliged to treat the purchased item with care; in particular, it is obliged to insure it sufficiently at its own expense against fire, water and theft at replacement value. If maintenance and inspection work is required, the customer must carry this out in good time at its own expense.
- (3) Pledging or transferring ownership of the delivery item to third parties as security is not permitted. The customer must notify EDER immediately in writing of any seizures or other interventions by third parties so that EDER can take legal action in accordance with § 771 ZPO. Insofar as the third party is not in a position to reimburse the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the customer shall be liable for the loss incurred by EDER.
- (4) EDER and the customer agree in accordance with § 947 para. 1 of the German Civil Code, the transfer of ownership of this newly created item to EDER and the safekeeping of this item by the Customer in the event of the item being combined with another item, regardless of which item is to be regarded as the main item.
- (5) If the purchased item is inseparably mixed with other items not belonging to EDER, EDER acquires co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount including VAT) to the other mixed items at the time of mixing. If the mixing is done in such a way that the Customer's item is to be regarded as the main item, it is agreed

that the Customer transfers proportional co-ownership to EDER. The customer shall hold the sole ownership or co-ownership thus created in safe custody for EDER.

- (6) The processing or transformation of the purchased item by the Customer is always carried out for EDER.
- (7) The assertion of the reservation of title is not deemed to have been waived even in the event that the purchase price claim is offset against current accounts in the context of ongoing business relationships.
- (8) EDER undertakes to release the securities to which EDER is entitled at the Customer's request to the extent that the realisable value of the securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released is at EDER's discretion.

11. Place of jurisdiction and applicable law

- (1) If the customer is an entrepreneur, the place of jurisdiction is the registered office of EDER; EDER is, however, also entitled to sue the Customer at its local court.
- (2) The law of the Federal Republic of Germany shall apply; the application of the UN Sales Convention is excluded.

12. Incompleteness clause

Should any of the above provisions be void for any reason, the validity of the Contract and all other provisions and liabilities shall remain unaffected.

As of 09/2024