

A.

General Terms and Conditions of Sale and Delivery

1. Scope / Deviating Terms and Conditions of the Customer / Supplementary Conditions for Installation, Test runs, etc.

- 1.1 These General Terms and Conditions of Sale and Delivery (hereinafter referred to as **"GTCS"** apply to IDS GmbH, Am Seitenkanal 8, D-49811 Lingen (hereinafter referred to as **"we"/"us"** or **"IDS"**).
- 1.2 The GTCS apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), i.e., to natural or legal persons who, when concluding a legal transaction, act in the exercise of their commercial or self-employed professional activity (hereinafter referred to as **"Customer"**).
- 1.3 Our GTCS (including supplementary conditions pursuant to clause 1.5) and any individually agreed arrangements with the Customer apply exclusively to business relationships with our Customers concerning deliveries and services. Deviating general terms and conditions, in particular general purchasing terms of the Customer apply only if and to the extent that we have expressly acknowledged them in writing. Our silence regarding such deviating general terms and conditions does not constitute acceptance or consent, including in the case of future contracts. Once our GTCS have been introduced into the business relationship with the Customer, they shall also apply to all further and future business transactions of the same nature between the Customer and us, unless expressly agreed otherwise in writing.
- 1.4 Our GTCS shall apply in place of any general terms and conditions of the Customer even if, under those conditions, acceptance of the order is deemed an unconditional acceptance of the Customer's general terms and conditions, or if we deliver or perform after being notified by the Customer of the applicability of their general terms and conditions, unless we have expressly waived the application of our GTCS in writing.
- 1.5 If and insofar as our deliveries also include associated services (in particular installation, test runs, etc.), the "Supplementary Conditions for Installation, Test Runs, etc." printed under section B. below shall additionally apply. Contractual provisions concerning separately agreed services such as service and maintenance remain unaffected unless such provisions expressly refer to these GTCS.

2. Characteristics of the Deliveries

- 2.1 Any reference to standards, similar technical regulations, and technical details (including weight and dimensional data), descriptions, and illustrations/drawings in offers, brochures, our advertising, and similar documents does not - unless otherwise specified - constitute a description of the characteristics of our deliveries. Illustrations and drawings in the offer are for illustrative purposes only; the actual delivery may deviate in individual cases.
- 2.2 A guarantee shall only be deemed to have been assumed by us if we have expressly designated a characteristic and/or performance outcome in writing as "legally guaranteed".
- 2.3 It is the Customer's sole responsibility to verify whether our deliveries are suitable for the intended use. Binding advice on this matter will only be provided by us if we have entered into a separate written consultancy agreement with the Customer.
- 2.4 Unless expressly agreed otherwise, all illustrations, drawings, weight and dimension specifications, performance and other product descriptions, cost estimates, and other documents related to our deliveries remain our property; all rights therein (in particular copyrights, patents, etc.) remain with us. The Customer agrees not to disclose the documents mentioned in the preceding sentence to third parties without our express written consent. Clause 2.1 remains unaffected. The Customer shall disclose to us all inventions made by them or their employees that are wholly or partially based on concepts or data developed or provided by us. Ownership of and all intellectual property rights to these inventions shall lie with us or must be transferred to us. The Customer shall indemnify us against all actions, claims, or losses resulting from the infringement of patents, licenses, copyrights, or other intellectual property rights in connection with the goods.

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Customer must inform us in writing, prior to the conclusion of the contract, of any special requirements for our products. However, such notifications do not extend our contractual obligations and/or liability.

- 2.6 We reserve the right to change the specification of the goods at any time to the extent that legal requirements make this absolutely necessary, provided that this change does not result in a deterioration in quality and usability for the usual purpose and provided that the suitability for a specific purpose has been agreed for this purpose.
- 2.7 In the absence of any other written agreement, our deliveries conform in their nature to the legal requirements applicable to the respective product at our place of business. Compliance with and compatibility with any laws or regulatory requirements that differ from these - either at the place of delivery/performance or, if different, at the Customer's place of business - is not owed unless expressly agreed in writing between the parties. The same applies to legal and regulatory requirements in territories where the product is resold or delivered by the Customer.

3. Conclusion of Contract / Scope of Delivery / Procurement Risk

- 3.1 Our offers, cost estimates, price quotations, etc., are non-binding and subject to change unless they are expressly designated as binding. If the Customer places an order based on non-binding offers, a contract is concluded - also in ongoing business relationships - only through our written order confirmation (this may also be by email or by uploading into a system used by both parties), or alternatively by our performance of the delivery/service. In the latter case, the content of our offer shall determine the content of the contract. If we issue an order confirmation, the content of this confirmation alone shall be decisive for the content of the contract, especially for the scope of deliveries and services and the delivery time.
- 3.2 In the case of binding prices stated in our offers in accordance with the above, they remain valid for thirty (30) calendar days from the date of the offer, unless expressly stated otherwise in the offer.
- 3.3 We are only obligated to deliver from our own stock (taking into account other delivery obligations) (stock obligation). We assume a procurement risk only by express, separate written agreement using the wording "we assume the procurement risk...". The assumption of a procurement risk, procurement guarantee, or any other obligation extending beyond our stock does not arise solely from our obligation to deliver a generic item, standard products, etc.
- 3.4 We are entitled to make partial deliveries to a reasonable extent for the Customer. Delay in a partial delivery does not release the Customer from the obligation to accept and pay for the remaining deliveries. Partial deliveries may be invoiced separately by us.

4. Delivery and Service Times / Delay

- 4.1 Binding delivery dates must be expressly agreed upon in writing. A fixed-date transaction only exists if we have expressly confirmed such in writing or if the legal requirements for a fixed-date transaction are met.
- 4.2 Delivery and/or service periods do not begin until all details regarding the execution of the order have been clarified and all other prerequisites to be fulfilled by the Customer - especially any agreed advance payments or securities - have been fully met. The same applies to delivery and/or service deadlines. If the Customer requests changes after placing the order, a new reasonable delivery and/or service period begins with our confirmation of the change.
- 4.3 The Customer's interest in our delivery lapses in the event of delay - unless otherwise agreed in writing - only if we fail to deliver essential parts or deliver them late. We are not in default as long as the Customer is in default with any obligations toward us, including those arising from other contracts.
- 4.4 If we are in default, the Customer must first grant us a reasonable grace period of at least 14 working days (with "working days" meaning Monday through Friday), unless this is unreasonable in the individual case. If this period expires fruitlessly, claims for damages due to breach of duty - regardless of the reason - shall only exist in accordance with clause 10 of these GTCS.

5. Reservation of Self-Supply / Force Majeure

- 5.1 If, for reasons beyond our control, we do not receive, receive incorrectly, or receive late the necessary supplies and services from our contractors/suppliers for the performance of our contractual delivery and service obligations - despite proper and sufficient prior procurement arrangements before the contract with

the Customer- we shall inform the Customer without delay in writing. In such cases, the delivery/service deadlines shall be extended by the corresponding duration. If the hindrance is not merely temporary and exceeds 30 days, we shall also be entitled to withdraw from the contract in whole or in part, provided we have fulfilled our above obligation to inform and have not assumed the procurement risk or a guarantee.

- 5.2 Clause 5.1 applies accordingly in cases of obstacles to performance due to force majeure of non-negligible duration (i.e., longer than 1 week). Events of force majeure include in particular fire, explosion, nuclear reactions, epidemics, pandemics, quarantine (if officially ordered), earthquakes, civil disturbances, war and hostilities, invasion, blockade, rebellion, popular unrest, revolution, terrorist acts, strikes, lockouts or other industrial disputes, embargoes, sanctions (sanctions particularly referring to all economic, trade, financial, and other sanctions, trade embargoes, anti-terrorism laws, and other sanctions laws, regulations or embargoes, including those imposed, administered, or enforced from time to time by: (a) the United States of America (US), especially by the Office of Foreign Assets Control of the US Department of the Treasury ("OFAC"), the US Department of State, the US Department of Commerce, or by an existing or future executive order; (b) the United Nations Security Council; (c) the European Union or a member state of the European Union; (d) His Majesty's Treasury of the United Kingdom; or (e) any other governmental authority of any state), restrictions or prohibitions or orders or regulations of courts, boards, departments, commissions, or state or national institutions, arrests or restraints, and all other impediments which, from an objective perspective, were not caused by us.
- 5.3 If a delivery or service date has been bindingly agreed upon and is exceeded by more than 6 months due to events as described in clauses 5.1 or 5.2, the Customer is entitled to withdraw from the contract with respect to the unfulfilled part after setting a reasonable grace period that expires without result, provided that it is objectively unreasonable to expect the Customer to continue the contract. Further claims by the Customer, especially those for damages, are excluded in this case.

6. Shipping / Transfer of Risk / Packaging / Returns

- 6.1 Unless otherwise agreed in writing, shipping is at the Customer's expense and risk, EXW (Ex Works, Incoterms 2020).
- 6.2 If shipment of the goods is delayed at the request of the Customer or for reasons attributable to the Customer, notification of readiness for dispatch shall be deemed equivalent to shipment, and the risk of accidental loss shall transfer to the Customer upon such notification (transfer of risk). In such cases, we are also entitled, beginning with the expiry of the deadline set in the written notification of readiness for dispatch, to arrange storage and charge the Customer for the resulting costs. Furthermore, after the expiry of the deadline, we are entitled to otherwise dispose of the contractual deliveries or services and to supply the Customer again within a reasonable period.
- 6.3 If dispatch is delayed because we exercise our right of retention due to complete or partial payment default by the Customer, clause 6.2 applies accordingly.
- 6.4 If we are legally obligated to accept returns, such as with individual components like batteries, etc., or transport packaging, the return shall take place at our discretion either through a collection arranged by us or at the Customer's expense. The Customer shall bear the costs. The same applies if the Customer requests a return and we agree to it, although we are not obligated to do so.

7. Condition / Breach of Duty / Warranty

- 7.1 If we have made express and binding agreements with the Customer regarding quality, properties, specifications, etc., and/or the quantity of the ordered goods ("agreed condition"), these take precedence over the objective requirements of Section 434 (3) of the German Civil Code (BGB). Otherwise, unless expressly agreed otherwise, it shall be assumed that the goods are suitable for the use presumed under the contract, provided they conform to the agreed condition. Section 434 (2) no. 3 BGB remains unaffected.
- 7.2 If Section 377 of the German Commercial Code (HGB) applies to the contract between the parties, the Customer must inspect the goods immediately, at the latest within 10 calendar days of delivery, insofar as this is feasible in the ordinary course of business, and must notify us in writing without delay if a defect is found. Negotiations concerning any complaints do not constitute a waiver of the objection that the complaint was not timely, factually unfounded, or otherwise inadequate. Otherwise, Sections 377 ff. HGB apply. Obvious transport damage or other defects recognizable upon delivery must also be confirmed in writing on the

relevant freight document by the delivery person with a signature upon acceptance of the delivery. The Customer must ensure that such confirmation is obtained.

- 7.3 If a defect exists, the subsequent performance shall be at our discretion either by remedying the defect (repair) or by delivering a new item (replacement). If the remedy of the defect fails even within the grace period, the Customer may withdraw from the contract or reduce the payment, provided the defect is not merely insignificant. The place of repair is the location to which we delivered according to the agreement. If the costs of subsequent performance increase because the Customer has moved the goods to a place other than our place of delivery/service, the Customer shall bear the resulting additional costs. Further claims by the Customer due to or in connection with defects or consequential damages from defects, regardless of the reason, shall exist only in accordance with the provisions of clause 10.
- 7.4 We provide a warranty for material and legal defects for a period of one year, starting from the day of the transfer of risk (see clause 6). This does not apply in cases under clause 10.2 or in other mandatory statutory cases, especially Section 478 BGB (recourse in the supply chain).
- 7.5 In the following cases, we provide no warranty for the respective deliveries and services:
- the Customer or a third party performs improper repairs,
 - unauthorized modifications are made to the deliveries or services,
 - parts are replaced or consumables are used that do not comply with our specifications for applicable consumables; this includes the installation of spare parts or components from other manufacturers, unless previously approved by us,
 - non-compliance with our operating or maintenance instructions,
 - incorrect installation or commissioning by the Customer or third parties commissioned by the Customer, or
 - omitted or insufficient maintenance services.

This does not apply if it can be proven that the warranty case is not due to one of the aforementioned exclusion reasons. We also provide no warranty for normal wear, abrasion, etc.

8. Prices / Terms of Payment

- 8.1 All our prices are in EURO and apply for delivery ex works (EXW Incoterms 2020). If the parties have agreed to installment payments, the installments become due upon the respective payment request.
- 8.2 All prices are exclusive of taxes, in particular value-added tax, GST, sales tax and/or goods and services taxes of municipalities, states, or the federal government, and/or local property tax, license, customs, or other charges or levies of any kind, gross receipts and/or other taxes, now or in the future arising or levied in connection with the contract or the services provided thereunder.
- 8.3 If exemption certificates are accepted by us but not recognized and/or credited by the responsible tax authority, all taxes are to be paid by the Customer. The Customer shall promptly reimburse us for all exemption certificates that must be paid by us according to the law.
- 8.4 If the due date of a (partial) payment in a specific case depends on an interim or final acceptance, the payment becomes due no later than 12 months after the respective partial delivery, even if such acceptance does not take place for reasons attributable to the Customer or is unjustifiably refused by the Customer.
- 8.5 Our invoices are payable within 30 calendar days of receipt without any deduction (e.g., cash discount), unless otherwise agreed in writing. Payment shall be made via direct debit, unless otherwise specified in the order confirmation or the invoice. The date of payment is the date on which funds are received by us or credited to our account. Invoicing occurs upon handover of the goods to the carrier.
- 8.6 Regardless of the agreed method of payment, we may at any time demand payment or the provision of security even before delivery if, after conclusion of the contract, justified doubts arise about the Customer's solvency or creditworthiness, essential agreed payment and delivery terms are not complied with, or significant changes occur in the Customer's business circumstances.
- 8.7 The Customer may only assert rights of retention or set-off with respect to counterclaims that are undisputed or have been finally adjudicated. A right of retention may only be exercised by the Customer insofar as its counterclaim is based on the same contractual relationship.

9. Reservation of title

- 9.1 We retain title to all goods delivered by us, including materials and all partial deliveries (hereinafter collectively referred to as "retained goods"), until all our claims arising from the business relationship with the Customer, including future claims under later contracts, have been settled. This also applies to any balance in our favor if individual or all of our claims are included in a current account (open account) and the balance has been struck.
- 9.2 The Customer must adequately insure the retained goods, especially against theft or other loss as well as damage caused by accident, fire, theft, and other risks commonly insurable in the industrial sector. Claims against the insurer in the event of damage to the retained goods are hereby assigned to us in the amount of the value of the retained goods.
- 9.3 The Customer is entitled to resell the retained goods in the ordinary course of business. Other dispositions, particularly pledging or granting of security ownership, are not permitted. If the retained goods are not paid for immediately by the third-party purchaser upon resale, the Customer is obliged to sell only under retention of title. The right to resell the retained goods shall automatically lapse if the Customer ceases to make payments or falls into payment default with respect to us.
- 9.4 The Customer hereby assigns to us all claims, including securities and ancillary rights, arising for him from or in connection with the resale - including within current account relationships - of the retained goods against the end customer or against third parties. He may not make any agreements with his customers that exclude or impair our rights in any way or nullify the advance assignment of the claim. In the case of resale of retained goods together with other items, the claim against the third-party purchaser shall be deemed assigned to us in the amount of the delivery price agreed between us and the Customer, unless the invoice allows for the individual amounts attributable to each item to be determined.
- 9.5 The Customer remains authorized to collect the claims assigned to us until our revocation, which is permitted at any time. At our request, he is obliged to provide us with all information and documents necessary for the collection of the assigned claims and, unless we do so ourselves, to notify his customers of the assignment to us without delay.
- 9.6 If the Customer has already assigned claims from the resale of goods or services delivered or to be delivered by us to third parties - particularly by way of true or false factoring - or has made other arrangements that could impair our current or future security rights under this Section 9, he must notify us of this immediately. In the case of false factoring, we are entitled to withdraw from the contract and to demand the return of already delivered goods or services. The same applies in the case of true factoring if the Customer, under the contract with the factor, does not have free access to the purchase price of the claim.
- 9.7 In the event of a culpable breach of contract by the Customer, particularly in the event of payment default, we are entitled to take back all retained goods without having to withdraw from the contract first. The Customer is in this case obligated to surrender them without further notice. To ascertain the inventory of goods delivered by us, we may enter the Customer's business premises during regular business hours at any time. The Customer must notify us immediately in writing of any third-party access to retained goods or claims assigned to us.
- 9.8 If the value of the securities existing for us under the above provisions exceeds the secured claims by more than 10% in total, we are obliged to release securities of our choice at the Customer's request to that extent.
- 9.9 Processing and transformation of the retained goods are carried out for us as the manufacturer within the meaning of § 950 BGB, without obligating us. If the retained goods are processed or inseparably combined with other items not belonging to us, we acquire co-ownership of the new item in proportion to the invoice value of our goods to the invoice values of the other processed or combined items. If our goods are combined with other movable items into a single item considered the main item, the Customer hereby transfers co-ownership to us in the same proportion. The Customer shall hold the ownership or co-ownership in custody for us free of charge. The co-ownership rights thus created shall be considered retained goods. At our request, the Customer is at any time obliged to provide us with the information necessary to assert our ownership or co-ownership rights.

10. Liability / Exclusion and Limitation of Liability

- 10.1 Subject to the exceptions below, we are not liable, in particular, for the Customer's claims for damages or reimbursement of expenses, regardless of the legal basis, in the event of breach of duties arising from the contractual relationship.
- 10.2 The above exclusion of liability under Section 10.1 does not apply:
- a) to our own intentional or grossly negligent breach of duty and to intentional or grossly negligent breach of duty by our legal representatives or agents;
 - b) to the breach of essential contractual obligations; "essential contractual obligations" are those whose fulfillment characterizes the contract and on which the Customer may rely;
 - c) in the event of injury to body, life, or health, including by legal representatives or agents;
 - d) in the event of delay, if a fixed-date transaction was agreed;
 - e) insofar as we have assumed a guarantee for the condition of our goods or for the achievement of a performance result, or a procurement risk within the meaning of § 276 BGB;
 - f) in cases of liability under the Product Liability Act or other mandatory statutory liability provisions.
- 10.3 In cases where only slight negligence is attributable to us or our agents and none of the cases under Section 10.2 (c), (e), and (f) apply, we shall only be liable for breach of essential contractual obligations for the contract-typical and foreseeable damage.
- 10.4 The exclusions and limitations of liability under Sections 10.1 to 10.3 apply equally to the benefit of our corporate bodies, our senior and non-senior employees, other agents, and our subcontractors.
- 10.5 Claims by the Customer pursuant to the above paragraphs shall become time-barred one year after the transfer of risk (cf. Section 6). Section 10.2 of these GTCS and other mandatory statutory provisions, in particular Section 478 BGB (recourse within the supply chain), remain unaffected.
- 10.6 The above provisions do not entail a reversal of the burden of proof.
- 10.7 The Customer shall be liable in accordance with statutory provisions.

11. Third-party intellectual property rights

- 11.1 We are only obligated to deliver goods or services free of third-party rights or claims based on industrial property rights or other intellectual property that we were aware of at the time of contract conclusion or were unaware of due to gross negligence.
- 11.2 If a third party asserts legitimate claims against the Customer regarding our deliveries in accordance with Section 11.1 and a liability on our part exists in principle, our obligations shall be limited to the following measures:
- a) We shall, at our discretion and at our own expense, initially attempt to obtain a right of use for the relevant deliveries/services or to modify the deliveries/services so that the intellectual property right is no longer infringed or to replace them. If this is not possible on reasonable terms, the Customer shall be entitled to his statutory rights, which are, however, subject to these GTCS.
 - b) The Customer shall inform us without delay in writing of the claims asserted by the third party, shall not acknowledge any infringement, and shall leave all defense measures and settlement negotiations to us.. If the Customer discontinues use of the deliveries or services for damage mitigation or other important reasons, he shall inform the third party that discontinuation does not constitute an acknowledgment of any infringement. If the Customer is attacked by third parties due to the use of deliveries or services supplied by us, he shall notify us without delay and allow us to participate in any legal dispute. The Customer shall support us fully in conducting such legal proceedings. The Customer shall refrain from any actions that could impair our legal position.
- 11.3 Our obligations under Sections 11.1 and 11.2 do not apply in cases:
- a) where the infringement results from us having produced the deliveries based on information or other specifications provided or stipulated by the Customer; or
 - b) where the infringement is caused by an unforeseeable application by the Customer or by the Customer modifying the deliveries or using them in combination with goods not supplied by us.

11.4 Our liability under Section 10 remains unaffected.

12. Confidentiality / Data Protection

12.1 The Customer agrees to maintain the confidentiality of facts, documents, and knowledge that come to his attention during the course of the business relationship with us and that contain technical, financial, business, or market-related information about our company, provided we have designated the information as confidential or have an obvious interest in keeping it confidential (hereinafter collectively referred to as confidential information). The Customer shall use the confidential information solely for the purpose of properly implementing and executing the contractual relationship with us.

12.2 Disclosure of confidential information by the Customer to third parties requires our express prior written consent.

12.3 The obligation of confidentiality under Section 12.1 does not apply to information that can be demonstrably shown to:

- a) be or become generally known without any action by the Customer;
- b) have already been known to the Customer or to have been disclosed by a third party authorized to do so;
- c) have been developed independently by the Customer without our involvement and without use of other information or knowledge obtained through the contractual relationship; or
- d) be required to be disclosed due to mandatory legal provisions or court or regulatory orders.

12.4 The parties shall comply with applicable legal provisions regarding personal data, in particular the General Data Protection Regulation (GDPR). The Customer is equally obligated to comply with all relevant data protection provisions.

Before transferring personal data to third parties or affiliated group companies, the Customer shall impose on them the same obligations as those set forth in the agreement between IDS and the Customer or in these GTCS and the applicable laws.

Persons acting under the Customer's authority may only process the data based on instructions from IDS. If personal data from IDS is transferred or collected from the European Economic Area and the Customer is located in a country that does not provide an adequate level of protection for personal data within the meaning of Regulation (EU) 2016/679, the Customer shall either:

- enter into all standard contractual clauses adopted or approved by the European Commission pursuant to Regulation (EU) 2016/679; or
- confirm that it has fully implemented binding corporate rules that ensure adequate protection in accordance with Regulation (EU) 2016/679 or participates in another program or certification recognized as providing an adequate level of protection pursuant to Regulation (EU) 2016/679.

The Customer shall inform IDS without delay, but in any case within seventy-two (72) hours, via the IDS data protection contact at compliance@rosen-nxt.com if they detect and report to a competent authority and/or affected data subjects that there has been an accidental, unlawful, or unauthorized (i) destruction, (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access) to IDS's personal data.

13. Product Liability, Recall, etc.

13.1 The Customer shall inform us without delay of any product defects, complaints from purchasers or the general market, or risks associated with the use of the contractual products that become known to him. Any resulting warranty claims by purchasers against the Customer shall remain unaffected.

13.2 If any claims by third parties arising directly against us from product liability are due to the Customer having modified the contractual products, their configuration, or their packaging, or having removed warning notices, the Customer shall fully indemnify us internally and externally against such claims.

13.3 Regardless of the foregoing, the Customer shall reasonably support us in the event of a necessary product recall or other related actions and shall follow the measures we impose, provided they are reasonable for the Customer.

13.4 If the Customer is held liable by purchasers due to a product defect, he shall notify us without delay and allow us to participate directly in any legal dispute or, at minimum, coordinate with us continuously throughout such proceedings. The Customer shall support us in every respect in conducting such legal disputes or, if conducting them independently in agreement with us, shall inform us in advance of any cost-incurring actions and allow us to select and, where applicable, retain legal counsel. The Customer shall refrain from any actions that could impair our legal position.

14. Export Control

14.1 The export of certain goods may be subject to governmental or legal restrictions, prohibitions, or licensing requirements due to their nature, intended use, or final destination. This applies especially to so-called dual-use goods (goods with dual use). The Customer is independently obligated to strictly comply with the relevant export regulations and embargoes for such goods (deliveries or services, goods, software, technology), particularly those of the European Union (EU), Germany or other EU member states, and, if applicable, the USA.

14.2 The Customer shall, in particular, review and ensure that:

- a) the provided deliveries are not intended for use in armament, nuclear technology, or weapons-related applications;
- b) no companies or persons listed in the US Denied Persons List (DPL) are supplied with goods, software, or technology of US origin;
- c) no companies or persons listed in the US Warning List, US Entity List, or US Specially Designated Nationals List are supplied with products of US origin without the appropriate authorization;
- d) no companies or persons listed in the Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists, or the EU Terrorist List are supplied;
- e) early warning notices from the relevant German or national authorities of the respective country of origin of the delivery are observed.

The Customer agrees to promptly send us the relevant end-use certificates in the form specified by the German Federal Office for Economic Affairs and Export Control in original form upon request, but no later than within 10 days.

14.3 Access to and use of products delivered by us shall only take place if the above-mentioned review and assurance requirements are met in relevant cases; otherwise, we are not obligated to deliver.

14.4 The Customer agrees to impose the same obligations on further recipients when passing on the deliveries and to inform them of the necessity to comply with such legal regulations.

14.5 The Customer agrees to indemnify us against all damages and claims arising from the culpable breach of the above obligations under Sections 14.1 through 14.4. The scope of compensable damages also includes reimbursement of all necessary and reasonable expenses incurred or to be incurred by us, particularly costs and expenses of any legal defense, as well as any governmental regulatory or administrative fines.

15. Safety Instructions

15.1 The Customer shall comply with all applicable laws, regulations, or requirements regarding the use and storage of the delivered goods. Under no circumstances shall IDS be liable for any failure to comply with the provisions of this section.

15.2 Where applicable to the deliveries and services, the Customer shall in particular observe the following:

- The goods may only be used by individuals who have been fully instructed in handling them according to the operating manual and who are aware of the potential hazards associated with the operation of the delivered scope or products.
- The Customer is responsible for the manner in which the goods are used and for the instruction and competence of personnel. In the event of problems with the goods, IDS must be notified without delay.

16. Compliance

IDS has declared compliance to be a core corporate value. We therefore expect, and the Customer expressly assures, that the Customer will comply with all applicable national and international legal provisions in the course of its business relationship with us. This applies in particular to legal requirements concerning labor and employee protection, human rights compliance, prohibition of child labor, criminal liability for corruption and the granting of undue advantages of any kind, antitrust regulations, environmental protection regulations, etc. Details may result from a separately agreed Code of Conduct of IDS or the Rosenxt Group as well as any further agreements made in this context.

17. General provisions

- 17.1 The place of performance for all contractual obligations, unless a delivery obligation has been assumed, is our place of business.
- 17.2 All agreements, collateral agreements, assurances, and contractual amendments must be made in writing. This also applies to any waiver of the written form requirement itself. Where written form is required in these GTCs and the supplementary conditions (see below, B.), it shall also be deemed satisfied by transmission via email, digital/electronic signatures (e.g., DocuSign). The precedence of an individually negotiated agreement (Section 305 b BGB) remains unaffected.
- 17.3 All legal relationships between the Customer and us shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 17.4 The exclusive place of jurisdiction for all disputes shall be our place of business. However, we are also entitled to sue the Customer at its general place of jurisdiction.

At the discretion of IDS, all disputes arising out of or in connection with these GTCs may alternatively be finally settled, to the exclusion of ordinary legal recourse, in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS). The place of arbitration shall be Düsseldorf, Germany. The language of the arbitration shall be German. The arbitral tribunal shall consist of a sole arbitrator. For clarification, the parties agree that interim legal protection measures shall remain the responsibility of the state courts. In this regard, the jurisdiction clause pursuant to Section 15.4, Paragraph 1 above shall apply.

In the event of passive proceedings, i.e., lawsuits brought against IDS by the Customer, IDS shall exercise its right of choice in accordance with the above paragraph promptly and in writing upon pre-litigation request by the Customer, and in any case no later than 2 weeks thereafter. If IDS fails to exercise its right of choice in accordance with the above provisions or does not do so in due time, the jurisdiction clause pursuant to Section 15.4, Paragraph 1 shall apply, and the objection to arbitration pursuant to Section 1032 ZPO shall be excluded.

Status of these Terms and Conditions: 05/2025

B.

Supplementary Conditions for Installation, Maintenance Services, etc.

1. Scope of Application

- 1.1 These supplementary conditions for installation, test runs, etc. (hereinafter referred to as "Supplementary Conditions") apply in addition to the foregoing GTCS if, according to our offer or order confirmation, we are also obligated to provide services related to the delivery of the contractual products, such as installation, maintenance services, etc. (hereinafter collectively referred to as "Supplementary Services").
- 1.2 Unless otherwise regulated in these Supplementary Conditions, the preceding GTCS (Section A.) shall also apply to Supplementary Services. In the event of any conflict between the GTCS and these Supplementary Conditions, the latter shall take precedence within the scope of application defined in Section 1.1 of the Supplementary Conditions.

2. Scope of Services / Service Hours

- 2.1 The scope and compensation for the Supplementary Services to be provided by us are conclusively set out in our offer/order confirmation.
- 2.2 Unless otherwise agreed, we are only obligated to perform the respective Supplementary Services during normal business hours (Mon-Fri. excluding nationwide public holidays as well as December 24 and 31, from 8:00 a.m. to 4:00 p.m.) . Supplementary services performed outside regular business hours may be carried out at our discretion and will be remunerated with reasonable surcharges for overtime, night work, weekend work, and public holiday work per employee and per hour or part thereof. Such surcharges shall be deemed reasonable in particular if they result from collective bargaining agreements or other applicable company regulations, which we shall provide to the Customer in an appropriate form upon request, provided we apply such rates.

3. Occupational Safety for On-Site Supplementary Services (in particular installation and maintenance services)

- 3.1 When performing our Supplementary services, we will observe and comply with the legal regulations applicable at the location where the services are provided. If legal regulations change between the conclusion of the contract and the performance of the services , the Customer shall, if possible, inform us of such changes. If legal changes affect the effort or scheduling of the services, we are entitled to charge for any additional expenses and to adjust the schedule accordingly to reflect the legal changes.
- 3.2 The Customer is obligated to inform us in writing, with sufficient advance notice before the commencement of the services, about any other applicable safety regulations. If necessary, the Customer shall instruct and brief our personnel performing the services on site before the work begins, and provide any required information, documents, and work materials.
- 3.3 If the Customer identifies any violations of safety regulations by itself or by our personnel performing the services, the Customer must immediately inform us of such violations in writing.
- 3.4 If we determine that safety regulations are not met or complied with at the service location, we are entitled, after setting a reasonable grace period or immediately in urgent cases, to suspend or interrupt the performance of services at the Customer's expense until compliance is achieved. We are also entitled, after prior written notice, to withdraw our personnel from the service location or to refrain from dispatching them. If there is a danger to life or limb, or if the Customer repeatedly violates mandatory safety regulations, we are further entitled to terminate the contract with the Customer without notice.

4. Tools and Auxiliary Materials

- 4.1 Unless otherwise agreed in writing, we will equip our personnel with all tools and auxiliary materials necessary to perform the services.
- 4.2 The Customer is obligated to provide our personnel, free of charge, with facilities for the dry, secure, and proper storage of tools and auxiliary materials for the duration of the services. If the tools and auxiliary materials are damaged - without our fault - due to actions by the Customer or its employees, the Customer is liable to compensate for the resulting damage.

5. Customer's Obligation to Cooperate

- 5.1 The Customer shall support us as necessary in performing our Supplementary Services, particularly by creating all conditions within its sphere of operation required for proper contract execution and enabling us to begin and carry out the services in a timely manner, without hindrance or interruption.
- 5.2 In particular, the Customer shall - if required for the performance of services - provide us free of charge and in a timely manner with: unrestricted access to the service location; current plans, operating data, safety instructions, functioning transmission and communication equipment, and other necessary information and documents relating to the service; auxiliary equipment not provided by us but required for service performance; electricity, water, sanitary facilities, parking; protection and cleaning of the service location against harmful influences of any kind. In the case of programmable control systems, the Customer is specifically obligated to provide binding user data in good time before service commencement. If services are also performed on the Customer's premises, the Customer shall provide us with suitable workspaces and, after coordination, equipment for use during contract execution.
- 5.3 If relevant to service performance, the Customer must provide us, unsolicited and in good time before work begins, with the necessary information on the location of hidden power, gas, or water lines or similar systems, as well as the required structural data.
- 5.4 The Customer is obligated to inform us of any special legal and/or regulatory requirements for the performance of the services and to obtain all governmental permits and other authorizations necessary for the services, unless these are explicitly our responsibility.
- 5.5 The Customer must comply with the legal, regulatory, and trade association requirements and provisions applicable at the service location and take measures to prevent accidents and protect our personnel as well as our tools and auxiliary materials.
- 5.6 The cooperation obligations to be performed by the Customer in accordance with the preceding paragraphs are binding obligations and not merely duties of care. If and to the extent that the Customer fails to perform its obligations - whether at all, on time, or as agreed - and this impacts our Supplementary Services, we shall be released from our obligation to perform the affected services. The respective service deadlines will be extended by a reasonable period. Any additional costs incurred by us as a result shall be borne by the Customer, without prejudice to further rights.

6. Completion of Services and Compensation

- 6.1 If we notify the Customer of the completion of the services or if the Customer acknowledges the service on-site, the services shall be deemed performed and completed at the latest upon such notification or acknowledgment. Such notification also includes the transmission of any agreed-upon deliverables, reports, etc. Otherwise, the services shall be considered completed when, in accordance with standard industry practice and taking into account the specifically agreed scope and content of the service, they can be deemed concluded. Any individual agreements made regarding acceptance, commissioning, etc., remain unaffected.
- 6.2 Unless otherwise agreed, compensation shall become due at the latest upon completion in accordance with Clause 6.1 of these Supplementary Terms and upon invoicing.
- 6.3 Consumables, spare parts, and wear parts are not included in the agreed compensation, unless otherwise specified in the offer or our order confirmation.

- 6.4 Supplementary services that we perform without an order or by deviating from the order on our own initiative will be compensated if the Customer subsequently acknowledges such services or if they were necessary for the fulfillment of the order and aligned with the presumed intent of the Customer. The statutory provisions on management without mandate and unjust enrichment remain unaffected.

Status of these Supplementary Terms 05/2025