General Terms of Sale

of Leviat GmbH

Article 1 General points, scope of application

(1) These General Terms and Conditions of Sale ("GTCS") will always apply to all business relations between LEVIAT GmbH (hereinafter referred to as: "LEVIAT", "we") and the customers when the customer is a company (Article 14 BGB (German Civil Code)), a legal entity under public law or a special fund under public law.
(2) The GTCS particularly apply to contracts which are concluded for the sale and/or delivery of movable goods (hereinafter also referred to as “goods”), regardless of whether we have manufactured the goods ourselves, or have purchased them from suppliers (Articles 433, 650 BGB (German Civil Code)), and services which are associated with the goods The GTCS will always apply in their respective version, in any case in the version which was last notified to the customer in text form, as a framework agreement and also to future similar contracts for the sale and/or delivery of the goods as well as the provision of services with the same customer, without us having to refer to them again in each individual case.
(3) Our GTCS will be valid exclusively. Deviating, conflicting or supplementary general points or other terms and conditions of the customer will only become part of the contract insofar as and to the extent that we have agreed to their validity in writing. This requirement of consent will always apply in any case, for example even when we execute and/or provide the delivery to the customer or any other service without reservation in the knowledge of the customer's terms and conditions.
(4) Any individual agreements, which are concluded with the customer in individual cases (including ancillary agreements, supplements and amendments), will always take precedence over the corresponding provisions of these GTCS cases. Subject to submission of a verification to the contrary, an express written contract or our written confirmation will always be relevant for the content of such agreements.
(5) Legally relevant declarations and notifications, which are to be submitted to us by the customer after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction) must always be submitted in text or written form within the meaning of the German Civil Code (e.g. letter, email, fax) in order to be effective. Legal formal requirements and the right to submit additional verification, in particular in case of doubts about the legitimacy of the declarant, hereby remain unaffected.
(6) Any references to the applicability of statutory provisions will only have a clarifying significance. Even without such a clarification, the statutory provisions will always therefore apply unless they are directly amended or expressly excluded in these GTCS.

Article 2 Conclusion and execution of the contract

(1) Information which we provide about our goods as well as quotations or offers that have not been submitted in writing do not constitute an offer or quotation in the legal sense, rather are subject to change and non-binding. This will also always apply when we have provided the customer with catalogues, technical documentation (for example technical drawings, plans, calculations, references to DIN standards), other product descriptions or documentation - also when provided in electronic form.
(2) Ordering the goods by the customer is deemed to be a binding offer of contract.

(3) The contract as well as other agreements and guarantee declarations are only concluded by the submission of our written confirmation of the order. Unless otherwise specifically stated in the purchase order of the customer, we will always be entitled to accept this offer of a contract within two weeks of its receipt by us.
(4) Unless otherwise agreed, all working drawings and other documents (e.g. plans, sketches, statics documents, cost estimates) as well as samples or specimens which have been prepared by us in connection with the quotation and the order will always remain our property; we also reserve our copyrights to these.
(5) The customer will only be entitled to utilise any know-how contained in the documentation referred to in Paragraph 4 for the contractually stipulated purpose. The documentation may not be made accessible to third parties without our express prior consent.
(6) Insofar as we manufacture and deliver goods on the basis of technical drawings, models, samples, manufacturing instructions or other order attachments which are provided by the customer, then the customer hereby warrants to us that the manufacture and delivery of the ordered goods do not infringe industrial property rights and copyrights. The customer will immediately indemnify us against all possible claims of third parties should, contrary to Sentence 1, industrial property rights or copyrights of third parties be infringed by the manufacture and delivery of the goods. Should any claims be asserted against us by a third party due to the infringement of industrial property rights or copyrights, then we will be entitled vis-à-vis the customer to cease production and delivery and to demand reimbursement of the costs incurred insofar as the customer does not procure for us the rights which are necessary for the performance of the contract within a reasonable period of time. The regulations contained in Article 3(3) and Article 4 will also apply in this respect.
(7) Unless otherwise agreed, we shall be entitled to destroy models, samples, technical drawings, manufacturing instructions or other order attachments six months after fulfilment of the contract. This will not apply to order attachments of the customer insofar as it is obvious from the circumstances of the individual case that the customer has a justified interest in the return of these order attachments.

Article 3 Delivery period and delay in delivery
(1) The delivery period will be agreed individually or stated by us upon acceptance of the order. If the customer has not fulfilled, in due time, any cooperation obligation which is required for the delivery without this being our responsibility, then we shall be entitled to adjust the agreed delivery periods or dates.
(2) We will always endeavour to comply with delivery periods and dates. They are only valid as approximate unless expressly agreed otherwise in individual cases. The point in time for provision for collection and/or dispatch ex works/warehouse will always be decisive for compliance with the delivery dates. When the goods cannot be dispatched on time for reasons for which we are not responsible, then the delivery dates will be deemed to have been fulfilled upon notification of readiness for dispatch. We hereby retain the right to execute the delivery before the agreed delivery date, unless the customer suffers unreasonable disadvantages as a result. Otherwise, an agreed date for delivery or the provision of the goods as available for collection will be deemed to have been fulfilled when we deliver the goods or make them available for collection within a reasonable period after this date.
(3) Delivery periods and delivery dates will be extended - without prejudice to our rights due to default of acceptance on the part of the customer - by the period of time for which we are prevented from performance because the customer is in default towards us or does not comply with the cooperation obligations incumbent upon them

(for example, failure to provide the necessary official certificates or approvals, failure to hand over the necessary execution documents or failure to make the down payment).
(4) Insofar as we are unable to comply with the binding delivery deadlines, for reasons for which we are not responsible (non-availability of the service), then we will always inform the customer of this without delay and simultaneously notify the customer of the anticipated new delivery deadline. A case of non-availability of performance for which we are not responsible in this sense will be deemed to be, in particular, the failure of our supplier or other subcontractor to deliver or perform on time or correctly when we have concluded a congruent covering transaction (i.e. according to the usual circumstances corresponding to the performance agreed with the customer in terms of quality and quantity) and have not assumed any additional, later delivery guarantee vis-à-vis the customer. If the service concerned is also not available within the new, stated delivery deadline, then we will be entitled to withdraw from the contract in whole or in part; we will immediately refund any consideration and/or remuneration already paid by the customer.
(5) The occurrence of our default in delivery will be determined in accordance with the statutory provisions; in any case, however, a reminder by the customer will always be required.

Article 4, transfer of risk, default of acceptance
(1) Delivery will be executed as ex works, which is also the place of performance for the delivery and any subsequent performance. At the customer's express request and at their own expense, the goods will be shipped to another destination (sale by delivery to a place other than the place of fulfilment). Insofar as not otherwise agreed, we are hereby entitled to determine the type of shipment (in particular the transport company, shipping route, packaging) ourselves.
(2) Exchange packaging which is provided for transport purposes (Euro pallets, mesh boxes, steel crates etc.) will always remain our property and will only temporarily pass into the possession of the customer. The customer will hereby owe the exchange or return of the exchange packaging to us.
(3) Partial deliveries are permissible insofar as these are reasonable for the customer and nothing else has been agreed.
(4) The risk of accidental loss and accidental deterioration of the goods will pass to the customer – also in the case of partial deliveries – when the goods are made available for transport from our works and the customer is informed of the possibility of collection, although at the latest when the goods are handed over. In the case of sale by delivery to a place other than the place of performance, then the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay will pass to the customer - also in the case of partial deliveries - upon handover of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to execute the delivery or the shipment (hereinafter uniformly referred to as "forwarding agent"). Forwarding agents which are commissioned by us are not considered to be our vicarious agents. In the event of damage in transit, the customer can demand that we assign to them all of our claims for damages against the forwarder in this respect.
(5) If the customer is in default of acceptance, if they fail to comply with their cooperation obligation for reasons for which they are responsible or if our delivery is delayed for other reasons for which the customer is responsible, then we will be entitled to demand compensation for the resulting damage, also including additional expenses (e.g. storage costs). Our statutory claims and rights will hereby remain

unaffected.

Article 5 Prices and terms of payment

(1) Unless otherwise agreed in individual cases, our price list which is current at the time of conclusion of the contract will always apply, ex works, plus the statutory applicable value added tax.
(2) In the case of sale by delivery (Clause 4(1)), then the customer will solely bear the transport costs as ex works and the costs of any transport insurance which is requested by the customer. Any customs duties, fees, taxes and other public charges or levies will always be solely borne by the customer.
(3) The purchase price - in the case of partial delivery as any pro rata amount - will always be due for remittance within 30 days from the date of invoice and without deduction of any discount. We however retain the right to execute a delivery in whole or in part only against advance payment - also within the framework of an ongoing business relationship.
(4) The customer will be considered to be in default when they fail to remit when due. When the date of receipt of the invoice or payment schedule is uncertain, then the customer will be in default at the latest 30 days after the due date and receipt of the consideration. Interest will be charged on the amount to be remitted at the statutory default interest rate which is applicable at the time during the period of default. We reserve the right to assert additional claims for damages which are caused by default. With respect to merchants, our claim to the commercial due date interest rate (Article 353 HGB (German Commercial Code)) will hereby remain unaffected.
(5) In the event of several outstanding claims against the customer, then we retain the right to initially offset remittances against the older claims. If interest and costs have already accrued, then we will be entitled to initially offset the remittances against the interest, then against the costs and finally against the outstanding claims.
(6) The customer will only be entitled to offset rights or retention rights insofar as their claim has been legally established or is undisputed. If the customer is entitled to rights based on defects, then their right to retain an appropriate part of the purchase price in relation to the defect will hereby remain unaffected.
(7) If it becomes apparent after the conclusion of the contract that our claim to the purchase price is jeopardised by the customer's lack of ability to remit a payment (e.g. by an application to open insolvency proceedings, cessation of payments), then we will be entitled in accordance with the statutory provisions to refuse performance and - if necessary after setting a deadline - to withdraw from the contract (Article 321 BGB). The statutory regulations relating to the dispensability of setting a deadline hereby remain unaffected.

Article 6 Retention of title

(1) We will always retain the title to the goods which have been delivered until all our present and future claims arising from the contract and the ongoing business relationship between us and the customer (secured claims) have been remitted in full. The customer must always treat the goods with care, insure them appropriately and, if necessary, maintain them.
(2) The goods, which are subjected to retention of title may neither be pledged to third parties nor assigned as security before full remittance of the secured claims. In the event of pledging, seizure or other entry or access, the customer will notify the bailiffs, enforcement officers or other third parties of our ownership rights. The customer will always notify us immediately in writing when, and to the extent that, third parties seize the goods belonging to us or an application is made to open

insolvency proceedings.
(3) In the event of any conduct by the customer which is deemed to be in breach of contract, in particular in the event of non-remittance of the purchase price due, then we will always be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand surrender of the goods on the basis of the reservation of title. The demand for return of the goods does not simultaneously include the declaration of withdrawal; we are rather entitled to only demand the return of the goods and to reserve the right of withdrawal. Insofar as the customer does not remit the purchase price which is due, then we may only assert these rights when we have previously set the customer a reasonable deadline for remittance without success or when setting such a deadline is dispensable according to the statutory provisions.
(4) The customer is hereby authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. The following provisions will additionally apply in this case.
(a) The retention of title will be extended to the products resulting from the processing, mixing or combining of our goods at their full value, whereby we will be deemed to be the manufacturer. If, in the event of processing, mixing or combining with any other goods of third parties, then their right of ownership will still remain, we will acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same will also apply to the resulting product as to the goods which are delivered under retention of title.
(b) The customer hereby assigns to us by way of security all claims against third parties arising from the resale of the goods or the product, irrespective of whether this takes place before or after any processing, mixing or combination with goods of third parties, in total or in the amount of our possible co-ownership share in accordance with the aforementioned paragraph. We hereby accept assignment. The obligations of the customer, which are stated in Paragraph 2, will also be valid in respect of the assigned claims.
(c) The customer hereby remains authorised to collect the claim in addition to us. We hereby undertake not to collect the claim as long as the customer fulfils their remittance obligations towards us, is not in default of payment, no application for the opening of insolvency proceedings has been filed and there is no other existing deficiency in their ability to pay. If this is the case, however, we can always demand that the customer informs us of the assigned claims and their debtors, provides all information which is necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we hereby reserve the right to revoke the customer's collection authorisation as well as their authorisation to further sell and process the goods and to disclose the assignment to third parties.
(5) If the realisable value of the securities for the goods exceeds our claims by more than 10%, then we will release securities of our choice at the customer's request.

Article 7 Liability for defects
(1) The statutory provisions will apply to the customer's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below. This will also apply with regard to claims for recourse pursuant to Article 445a of the German Civil Code (BGB) when the final delivery of the goods is not made to a consumer. In all cases, however, the special statutory provision of the right of recourse under Article 478 BGB will hereby remain unaffected in the case of final

delivery of the goods to a consumer. Claims arising from supplier recourse are hereby excluded when the defective goods have been additionally processed by the customer or another company e.g. by installation or processing in another product.
(2) The basis of our liability for defects is primarily the written agreement regarding the provision of services and the quality of the goods or service. In particular, all product descriptions or service descriptions which are the subject of the individual contract will be deemed to be an agreement on the quality; it hereby makes no difference in this respect whether the description originates from the customer, from the manufacturer or from us.
(3) Insofar as the quality has not been agreed, then it will always be assessed in accordance with the statutory regulations for whether a defect exists or not (Article 434 of the BGB with the exception of Article 434(2) Sentence 1 No. 1 of the BGB).
(4) As a matter of principle, we will not be held liable for defects of which the customer is aware at the time of conclusion of the contract, or is not aware of due to gross negligence(Article 442 BGB).
(5) The customer's claims for defects against any goods which are supplied always presuppose that they have fulfilled their statutory obligations to inspect and give notice of defects (Articles 377, 381 HGB). The inspection of the goods must in any case be executed before any installation or processing of the same. If a defect becomes apparent during delivery, inspection or at any subsequent time, then we must always be notified of this in writing or in text form immediately. In any case, the customer must notify us in writing or in text form of obvious defects (including wrong and short deliveries) from the time of delivery or of defects which were not immediately recognisable on inspection from the time of discovery within five working days. The complaint must clearly state the nature and extent of the alleged defect. If the customer fails to implement a proper and timely inspection or to give notice of a defect, then our liability for the defect which is not reported, not reported in time or not reported properly will always be excluded, unless we have fraudulently concealed the defect.
(6) If the delivered goods or the service provided are deemed to be defective, then we may initially select whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free object and/item (replacement) and/or by providing the service (replacement service provision) again. Our right to refuse subsequent performance under the statutory conditions hereby remains unaffected.
(7) The customer will always provide us with the time and opportunity which are required for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes; otherwise we will be released from liability for the consequences which therefore arise. In the event of a replacement delivery, the customer will always return the defective item to us in accordance with the statutory provisions. Subsequent performance in such cases does not include the removal of the defective item, object or goods or its re-installation when we were not originally obliged to install it.
8) We will solely bear the costs which are necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, when there is actually a defect and insofar as the costs are not disproportionate and are not based on the fact that the goods have been taken to a place other than the intended place of destination. In the event of an unjustified request to remedy a defect, we can demand reimbursement of the costs incurred from the customer, unless the customer did not recognise or was unable to recognise the lack of defectiveness beforehand.

(9) In urgent cases, for example in the event of a risk to operational safety or to prevent disproportionate damage, the customer shall have the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We must be notified immediately of any such self-remedy, in advance as possible. The right of self-execution does not exist insofar as we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions which are present.
(10) When the subsequent performance is deemed to have failed, or a reasonable deadline which was set by the customer for the subsequent performance has expired unsuccessfully, or is dispensable according to the statutory provisions, then the customer can always withdraw from the purchase contract or reduce the purchase price. A rectification of defects will be deemed to have failed after the second unsuccessful attempt to remedy them. If we have however affected a partial performance, then the customer can only withdraw from the entire contract when they have no interest in this. In the event of a service which is provided as not in accordance with the contract, then the customer cannot withdraw from the contract when the defect is insignificant.
(11) Claims of the customer for damages or reimbursement of futile expenses will also only exist in the case of defects in accordance with Clause 8 and are otherwise hereby excluded.

Article 8 Miscellaneous liability
(1) Insofar as nothing to the contrary arises from these GTCS, including the following provisions, then we will always be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.
(2) We will be liable for damages, – irrespective of the legal grounds – within the scope of culpability in the event of intent and gross negligence. In the event of simple negligence, we will be liable, subject to a milder standard of liability in accordance with statutory provisions (e.g. for diligence in our own affairs) only
(a) For damages resulting from injury to life, body or health,
(b) For damages which could arise from the breach of an essential contractual obligation (obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies on and can always rely on); in this case, however, our liability will always be limited to compensation for the foreseeable, typically occurring damage,
(c) at most - and insofar as no case of letter a) exists - in the amount of EUR 1,500,000.00 (maximum liability amount). This will not apply when the maximum liability amount does not cover the contract-typical and foreseeable damage in an individual case; in this case, our liability will always be limited to the coverage amount of our product liability insurance.
(3) The limitations of liability resulting from Paragraph 2 will also hereby apply in the event of breaches of duty by or in favour of people for whose fault we are responsible in accordance with statutory provisions. They will not apply insofar as a defect has been fraudulently concealed, or a guarantee for the characteristics, properties or quality of the goods has been assumed, and for claims of the customer under the Product Liability Act.
(4) The customer can only withdraw from, or terminate the contract, due to a breach of obligation which does not consist of a defect when we are responsible for the breach of the obligation. In the event of an insignificant breach of obligation, then the right to withdrawal is excluded. A free right of termination for the customer (in particular according to Articles 650, 648 BGB) is hereby excluded.

(5) The statutory prerequisites and legal consequences will always apply in all other instances.

Article 9 Statute of
limitations
(1) In deviation from Article 438(1) No. 3 and Article 634a (1) No. 3 of the German Civil Code (BGB), the general statute of limitations period for claims arising from material defects and defects of title will always be one year from delivery; insofar as acceptance has been agreed, the limitation period will commence upon acceptance.
(2) If the goods are considered to be a structure, a building or an object which has been used for a building in accordance with its customary manner of use and the defectiveness of which has been caused by it (building material), then the statute of limitations will be five years from delivery in accordance with the statutory provisions (Article 438(1) No. 2 BGB). Any other special statutory provisions relating to the statute of limitations (in particular Article 438(1) No. 1, Paragraph 3, Articles 444, 445b BGB) will also hereby remain unaffected.
(3) The aforementioned statute of limitations will also apply to contractual claims and non-contractual claims for damages of the customer, which are based on a defect of the goods, unless the application of the regular statutory limitation period (Articles 195, 199 BGB) would lead to a shorter limitation period in individual cases.
(4) Claims for damages which are submitted by the customer in accordance with Article 8(2) Sentence 1 and Sentence 2(a), as well as pursuant to the Product Liability Act, will become time-barred exclusively in accordance with the statutory limitation periods.

Article 10 Export Controls
(1) The Customer shall comply with all relevant regulations, rules and laws relating to human rights (including the German Act on Corporate Due Diligence Obligations in Supply Chains), health, safety and the environment and anti-bribery, anti-corruption, (including theUK Bribery Act and The US Foreign Corrupt Practices Act, where applicable) anti-slavery, economic sanctions, anti-money laundering and US, EU and UK trade sanctions requirements.
(2) The Customer specifically agrees that the goods will not at any time directly or indirectly be exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with said laws and regulations.
(3) The Customer shall indemnify Leviat for any costs, damages and/or loss arising out of an identified breach of this clause [10].
(4) Leviat shall be entitled to immediately cancel all or part of a relevant Agreement if there is a breach of this clause [10] by the Customer.

Article 11 Selection of law and place of jurisdiction
(1) The law of the Federal Republic of Germany will always be valid for these GTCS and all contractual legal relationships between us and the customer which are subject to these GTCS pursuant to Article 1(2), excluding the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). However, the prerequisites and effects of the retention of title in our favour will be subject to the law of the respective location of the item, object or goods, insofar as the selection of law made in favour of German law is inadmissible or ineffective thereafter. Any claims which are deemed to be of a non-contractual nature in connection with these GTCS or the contractual relationship will also be governed exclusively by the law of the Federal Republic of Germany.

(2) If the customer is considered to be a merchant within the sense of the German Commercial Code, a legal entity under public law or a special fund under public law, also international, then the place of jurisdiction for all disputes arising from the contractual relationship will be our registered office in Düsseldorf. We are however also entitled to bring an action at the customer's general place of jurisdiction or, insofar as the prerequisites of Article 21 ZPO (German Code of Civil Procedure) are present, where a branch of the customer is located.
(3) Should the contractual provisions, including these GTCS, not become part of the contract in whole or in part or are void or ineffective, without this making it impossible to achieve the objective and purpose of the entire contract or making it unreasonable for a contractual partner to maintain it, then this will not affect the validity of the remaining provisions. Insofar as the provisions of these GTCS do not become part of the contract or are void or ineffective, then the content of the contract will still be governed by the statutory provisions (Article 306(2) BGB). If, however, there are no suitable statutory provisions available in order to fill the gap which is thereby created, and if no supplementary interpretation of the contract has priority or is possible, then the parties will hereby replace the void or invalid provision of these GTCS-which has not become part of the contract with a valid provision that comes as close as possible to it in economic terms.

(Status 22.02.2024)