



WITTENSTEIN

General Terms and Conditions of Sale and Delivery of WITTENSTEIN s.r.o.

1 Scope, no other conditions

- 1.1 These General Terms and Conditions of Sale and Delivery ("GTC") apply to all offers and contracts for deliveries and services ("transactions") between us as supplier and customers who are entrepreneurs. Within the framework of ongoing business relationships, these GTC shall also apply to future transactions. They are also available at www.moogbmo.cz at any time. We reserve the right to amend these GTC unilaterally at any time. The customer agrees with this procedure and agrees that the current wording of the GTC will be delivered by their publishing on the website of the supplier.
- 1.2 These GTC always apply exclusively, i.e. we do not accept the customer's terms and conditions, whether deviating from these GTC or not (even if we perform unconditionally with knowledge of the customer's terms and conditions), unless we have expressly agreed to their validity in written form on paper with original signature.
- 1.3 Deviations from these GTC are only valid if they have been effectively agreed in accordance with these GTC. If these GTC provide for "in writing", EDI, e-mail or fax is also sufficient, unless another format is specified.
- 1.4 The customer observes our Code of Conduct <https://www.wittenstein.de/fileadmin/06-Downloads/WITTENSTEIN-SE/Compliance/code-of-conduct-en.pdf>. We reserve the right to amend the Code of Conduct at any time. The customer agrees with this procedure and agrees that the current wording of the Code of Conduct will be delivered by way of their publishing on the website of the supplier.

2 Product documents, examination requirement, reservation of rights, property rights

- 2.1 Our documents, illustrations, drawings, details of performance, weights and dimensions in catalogues, product sheets and/or on our website only represent approximate values. They are not indications regarding the quality of the goods unless they are expressly designated as binding. We reserve the right to make improvements and changes to the extent customary in commerce and reasonable for the customer.
- 2.2 Our technical drawings, design recommendations, and/or descriptions etc. must be checked by the customer. The inspection and confirmation shall be made by returning a copy with a confirmation note from the customer within 2 weeks of receipt by the customer. If the customer waives confirmation and/or return, this shall not release him from the obligation to check and the confirmation shall be deemed to have been made. Desired corrections must be communicated to us immediately and require our written confirmation. Additional costs incurred due to drawings and/or descriptions not being checked by the customer or not being checked in due time will be invoiced separately by us.
- 2.3 We exclusively reserve unrestricted ownership and all our (exploitation) rights to our offers, drawings, illustrations, models, plans and other documents as well as information in tangible and

intangible form, in particular electronic form, as well as to all data, experience, know-how, inventions, industrial property rights, designs, samples and trademarks (all of the above "Information") and production aids and assembly tools (e.g. tools). This also applies if a part of the costs for the preparation or usage has been invoiced.

- 2.4 If the property rights of third parties are infringed in the course of deliveries according to drawings or other information provided by the customer, the customer shall be obliged to indemnify us against all claims.
- 2.5 Insofar as the customer has to procure documents, he is responsible for their completeness and correctness and for the timeliness of the procurement.

3 Offers, conclusion of contract, information, cooperation of the customer and guarantees

- 3.1 Our offers (including cost estimates, which are subject to a charge unless otherwise agreed) are, except in the case of Sec. 3.3 sentence 3, always subject to change. Our advice or recommendations are not binding unless explicitly designated as binding in writing. Assurances and guarantees from our side must be made in written form, as a hard copy furnished with a signature, by explicitly using these legal terms.
- 3.2 Changes to the technical design by us are also permissible after conclusion of the contract insofar as this does not result in a significant change in function or the customer proves that the change is unreasonable for him; unreasonableness shall not be considered if the change represents a technical improvement or is owed to generally accepted standards or statutory and official requirements of public authorities.
- 3.3 An order of the customer must be in writing. The order only becomes a binding contract with an order confirmation from us (we can send such an order confirmation within 2 weeks in writing upon receipt of the order). In case of doubt, the type and scope of the contract shall be determined by our order confirmation. In the absence of an order confirmation, the contract shall be concluded on the terms of our offer if the customer accepts deliveries or services without reservation.
- 3.4 Changes to the contract alter conclusion of the contract must be made in writing.
- 3.5 The customer shall inform us of all general and special circumstances regarding the required compliance with EU regulations or other international legal requirements and shall provide us with comprehensive support in this respect (e.g. product conformities (EU-CE conformity, US NRTL certifications, etc.), material conformities (EU RoHS, EU REACH, US TSCA Section 6 (h), etc.), product safety, market surveillance regulation, conflict raw materials, supply chain due diligence, anti-money laundering, transparency, packaging laws, etc.). This also applies to all requirements of US law and all other legal requirements at place of delivery.
- 3.6 With regard to the accuracy of the order, the customer bears the responsibility. The customer is responsible for providing us with all necessary information regarding the ordered goods within a reasonable time so that the order can be executed in accordance with the contract.
- 3.7 For deliveries to EU countries, the customer is obliged to provide us with his VAT identification number at the time of the order;



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otherwise he will indemnify us against all consequences. In addition, the customer shall provide us with the necessary EU confirmation of receipt within 1 month of receipt of goods; otherwise the customer shall be obliged to pay us the statutory VAT in addition to the agreed purchase price. In the case of exports to countries outside the EU, the customer is obliged to provide us with the evidence required under applicable tax regulations immediately after delivery of the goods, otherwise the customer will indemnify us against the consequences.

- 3.8 All obligations of the customer arising from these GTC are contractual obligations and not mere duties. The customer warrants that it will comply with its contractual and cooperation obligations under these GTC or any other duties and obligations.
- 3.9 Compliance with our obligations presupposes the proper fulfilment of all relevant obligations under these GTC and other possible duties and obligations by the customer.
- 3.10 Any error-related errors in our sales brochures, price lists, offer documents or other documentation may be corrected by us without us being held responsible for damages resulting from these errors.

4 Prices and terms of payment, default in payment, retention and set-off, electronic invoicing, statute limitation, insolvency

- 4.1 The prices quoted by us are FCA in accordance with Incoterms 2020 at the shipping point of the delivering branch: WITTENSTEIN s.r.o., Trnkova 3129/119a , 628 00, Brno, excluding packaging plus the value added tax valid on the day of invoicing.
Upon request and at the expense of the customer, we shall take back the packaging delivered by us at our place of business and ensure proper recycling.
- 4.2 We are entitled to invoice our services electronically. The customer agrees to the sending of invoices, credit notes and, if applicable, reminders by e-mail in pdf format and shall therefore be obliged to provide us with his e-mail address in order to ensure the receipt of these electronically sent documents.
- 4.3 Services within the scope of maintenance, assembly, commissioning and training shall be invoiced on a time basis, unless a fixed price has been expressly agreed.
- 4.4 Objections to invoices must be raised by the customer within 14 days of receipt of the invoice at the latest; otherwise the invoice in question shall be deemed to have been approved. Checks shall only be accepted on the basis of an explicit agreement and in such cases only on account of payment (not in lieu of the actual receipt of money), i.e. they shall only be deemed to be payment after final encashment with the value date of the day on which we can dispose of the equivalent value.
- 4.5 The deduction of a discount requires a special agreement in writing. Payments shall be made to our account and the customer shall bear all costs of the payment transfer.
- 4.6 Unless otherwise stated in our order confirmation, the net purchase price (without deduction) is due immediately upon conclusion of the contract and must be paid at the latest within 14 days of date of the invoice before default automatically occurs. The default interest for claims for payment corresponds to the statutory default interest plus 9 percentage points; we shall also

be entitled to charge other default costs - also as a fixed sum in the amount of 40 EUR - unless the customer proves to us that lower costs have been incurred. We reserve the right to assert further damage caused by default. The termination of the default with the claim for payment shall not cause the claim to the fixed sum to lapse again.

- 4.7 In the event of default in payment, we shall also be entitled to withhold the further provision of deliveries and services and to make it dependent on the payment of all outstanding items by the customer and to generally switch to advance payment and/or demand securities; we shall also not be obliged to take further measures to comply with any delivery dates and quantities (e.g. purchasing, production preparation, etc.).
- 4.8 If, from the time of conclusion of the contract until the time of performance, the costs have increased due to a change in the market price for raw materials or the costs for purchased parts or due to personnel costs or an increase in the fees charged by third parties involved in the performance of the service, we may demand a correspondingly higher price.
- 4.9 A right to refuse performance or a right of retention or a set-off by the customer is only possible if the customer has debts from the same contractual relationship which have been legally confirmed by the court under its judgement or have been recognised by us.
- 4.10 We are entitled to withhold our delivery until the customer has paid if it is evident that the customer's willingness to perform or ability to perform is at risk; after setting a corresponding deadline for concurrent performance or provision of security, we may also withdraw from the contract under the statutory conditions and demand compensation for damages.
- 4.11 We are entitled to withdraw from and/or terminate contracts if insolvency proceedings are opened, the subject of which are the assets of the customer, or if the opening of such insolvency proceedings is rejected for lack of assets.
- 4.12 Our purchase price claims are subject to a limitation period of 5 years.

5 Delivery, delivery dates, reservation of self-delivery, export/import, delay in delivery, delay in acceptance, force majeure, impossibility

- 5.1 Deliveries shall be made FCA in accordance with Incoterms 2020 at the shipping point of the delivering branch. If goods are loaded onto the customer's means of transport by our employees, these shall be deemed to be vicarious agents of the customer and we may charge the customer for the costs incurred.
- 5.2 Delivery dates and delivery periods generally are non-binding unless they have been expressly agreed in writing as binding. They are deemed to have been met if the goods have been dispatched or are ready for dispatch by their expiry and the customer has been notified of this. A delivery period begins with the dispatch of our order confirmation, unless otherwise agreed in writing. Compliance with stated delivery dates or delivery periods also presupposes the timely and proper fulfilment of all obligations and duties of the customer; furthermore, it is subject to correct and timely delivery to us, provided that we have taken measures that are reasonable in the course of business and we cannot be accused of gross negligence in the selection of the



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- supplier(s) or the specific procurement. If delays become apparent, we shall inform the customer as soon as possible.
- 5.3 If we ourselves are not supplied although we have placed orders with reliable suppliers, we shall be released from our obligation to perform and may withdraw from the contract. We are obliged to inform the customer of the non-availability of the service and, in the event of our withdrawal, to immediately reimburse any consideration already paid by the customer, as far as no partial deliveries (also semi-finished products) are available.
- 5.4 We are entitled to make partial deliveries and are also entitled to partial billing.
- 5.5 The delivery of goods (goods, software, technology) within the scope of the performance may be subject to export control restrictions or export prohibitions. The customer undertakes to comply with all applicable export control regulations as well as the provisions of US (re-)export control law. Upon request, the customer shall provide us with end-use documents without undue delay in order to be able to prove the end-use and intended use of the goods procured. In the event of failure to provide required end-use documents in a timely manner, the risk of a delay in delivery shall be borne by the customer.
- Our contractual obligations arising from transactions are subject to the condition that there is no impediment due to applicable national or international regulations taking into account customs, foreign trade or export control, for example, but not exhaustively, regarding embargoes or sanctions. The delivery of goods could be subject to approval by a competent export control authority. We will use our best efforts to obtain any required export licenses. Nevertheless, we cannot be held liable for any damages resulting from a refusal or delay of such approval by the authorities. In such circumstances, we reserve the right to withdraw from our contractual obligations.
- 5.6 In the event of non-performance or delay on our part, the customer must set us a reasonable grace period with a duration of at least - unless there is imminent danger - half of the original delivery period, but not less than 20 working days. The customer may then withdraw from the contract with effect for the unfulfilled transactions if the legal requirements are met; the customer may only withdraw from the contract with effect for partially fulfilled transactions if there is absolutely no interest in the partial delivery and performance on objective assessment. The customer is only entitled to claims for damages due to delay insofar as our liability is not excluded or limited in accordance with these GTC and even then these are limited to the damage foreseeable at the time of the conclusion of the contract, but in total to a maximum of 2% of the value of the outstanding partial or total delivery or service, insofar as this cannot be used by the customer in due time or in accordance with the contract as a result of the delay or non-delivery. We reserve the right to prove that the customer has not suffered any damage or only significantly less damage than the damage claimed.
- 5.7 If the non-delivery or non-observance of an agreed delivery date or delivery period - even during a delay - is due to force majeure (e.g. war, sabotage, natural disasters, epidemics, pandemics, operational disruptions, fire, floods, storms, strikes, lockouts, political measures or official orders, embargoes, customs duties, serious transport problems, shortages of raw materials or primary materials or suppliers, etc.) or other circumstances for which we are not responsible, the delivery date or delivery period shall be extended taking into account the delay caused by the events. This shall also apply if these circumstances occur at our suppliers or their sub-suppliers. In the event of such circumstances affecting us or our subcontractors/suppliers, we may invoke impossibility after a reasonable period of time. In this case, the customer shall not be entitled to any claims for damages against us.
- 5.8 If the delivery or service becomes impossible for us - even during the delay - (objectively or also subjectively in the case of disproportionate expenditure for us in relation to the price of our deliveries and services), the customer can withdraw from the contract without setting a deadline with effect for the unfulfilled transactions (this does not apply if the customer is solely or predominantly responsible for these circumstances). In such a case, we may also withdraw from the contract with effect for the unfulfilled transactions, provided that we are not exclusively responsible for the impossibility. In such cases, both parties may also withdraw from the contract with full effect for partially fulfilled transactions if there is absolutely no interest in the partial delivery and performance on objective assessment. In the event of impossibility for which we are responsible, the statutory liability provisions shall apply in accordance with these GTC.
- 5.9 If the customer is in default of acceptance (whereby fault on the part of the customer is irrelevant), the risk of accidental loss shall pass to the customer; if impossibility or inability on our part occurs during the default of acceptance, the customer shall remain obliged to counter-performance.
- 5.10 For the duration of a delay in acceptance (also in the case of delayed call-offs) by the customer, we are also entitled, without prejudice to other rights, to store the goods to be delivered at the customer's expense (the same applies if we withhold delivery due to outstanding payments or a deterioration in the customer's financial situation). We may also commission a forwarding agent or other third party for the storage. In addition, we are entitled to charge a flat rate of at least 0.1% of the invoice amount for each calendar day or part thereof for the additional expenses incurred, up to a maximum of 10% of the agreed price for the goods in question. The customer is entitled to prove that no damage or lower damage has been incurred. We are entitled to compensation for other necessary additional expenses (such as insurance premiums) in the amount actually incurred; further statutory rights on our part remain unaffected.
- 5.11 In the event of the customer's delay, we may also request the customer to accept (or call) the goods and, after a reasonable grace period, withdraw from the contract and assert rights for non-performance; in the event of the customer's delay, this shall include a fixed sum compensation in the amount of 100% of the price in case of customized production and 25% in the case of standard products for the goods not accepted/called off — the customer retains the right to prove that no or only minor damage has been incurred. Our further claims remain unaffected by this.



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6 Transfer of risk

Unless otherwise agreed, in the case of FCA WITTENSTEIN s.r.o., Trnkova 3129/119a, 628 00, Brno Incoterms 2020, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer when we make the goods available for collection by the customer and notify him thereof. In the event of acceptance, this shall be decisive for the transfer of risk. In the case of delivered goods, the risk shall be transferred at the latest at the time of delivery. The handover or acceptance is equal to the default of acceptance by the customer.

7 Security, Retention of title

- 7.1 For deliveries and services we are entitled to request from the customer an unconditional, unlimited and irrevocable security from a European bank or a bank letter of credit for payment of the price.
- 7.2 In the absence of such security, the goods shall remain our property ("retention of title") until all our claims arising from the business relationship have been settled in full. In the event of processing, we shall be entitled to pro rata ownership as retention of title to the result of the processing.
- 7.3 The resale of goods subject to retention of title may only take place in the ordinary course of business. With the resale, the customer assigns to us claims from the resale against the customer's buyer. We accept the assignment. In the event of processing, we shall be entitled to a share of ownership in the processed product corresponding to the value of our reserved ownership.
- 7.4 The customer is entitled to collect the assigned claims from the resale until our revocation, which is permissible in the event of default of payment by the customer. Insofar as our claims against the customer are due, the customer shall be obliged to immediately transfer to us the amounts collected from its customers.
- 7.5 In the event of breach of contract by the customer, in particular in the event of default in payment or in the event of an enforcement measure by a third party due to inability to pay which has been fruitless, we shall be entitled, after issuing a reminder and setting a reasonable period for payment, to withdraw from the contract, to demand the return of the goods which are still our property due to the retention of title, to collect them and to claim damages if the customer is at fault. Supplementary, the statutory provisions shall apply.
- 7.6 The customer hereby declares his consent that the persons commissioned by us to collect goods subject to retention of title may enter and drive onto the storage location of the goods for this purpose.
- 7.7 The customer may neither pledge the goods nor assign them as security. The customer must notify us immediately of any seizures or other dispositions by third parties.
- 7.8 We shall be obliged to release the securities to which we are entitled at the customer's request to the extent that their realisable value exceeds our claims to be secured by more than 20%.

8 Development services, Software

- 8.1 Insofar as we provide development services (e.g. sole developments, customisation development, engineering

services, simulation, construction of prototypes) and these become part of the offer or the order confirmation or the transaction, the provisions of this clause shall apply.

8.2 Definition of intellectual property rights

Intellectual property rights are registered or existing copyrights, utility model rights and design rights and related intellectual property rights as well as know-how as the entirety of non-patented practical knowledge which we have acquired, in particular through our activities, experience or experiments, or which we may dispose of (hereinafter: "IPR").

8.3 Background IPR

- (a) Background IPR are all IPR already existing and/or arising before the start of the respective and/or outside the respective development service.
- (b) Background IPR shall remain with us even if they are used to achieve the objectives of our development services. The right of processing and further development by the customer is excluded.

8.4 Foreground IPR

- (a) Foreground IPR are all IPR that arise after the start of and/or during the respective development service.
- (b) We shall be exclusively entitled to any Foreground IPR. After full payment of all outstanding receivables from the business relationship, the customer shall receive a non-exclusive, non-transferable, non-sublicensable right to use and market the Foreground IPR exclusively for the purpose of distributing and selling the products which we deliver to the customer by way of manufacture after completion of the development work. The right of processing and further development by the customer is excluded. The licensing of the rights granted by the customer to third parties shall require our prior written approval in written form (on paper with original signature).

- 8.5 The development services are not associated with any assurances on our part that the development service is suitable for the purpose intended by the customer. The customer must carry out this suitability test itself.

- 8.6 The customer shall be obliged to cooperate, in particular to coordinate, in the performance of the development services by us. To the extent necessary to achieve the development services, the customer shall provide us with all necessary technical information.

8.7 Changes in the development service

Changes of the development services shall in any case require the prior written consent of both parties. Only upon conclusion of a written supplementary agreement we shall be obliged and entitled to implement the proposed changes.

- 8.8 We may terminate an individual contract for cause if we reasonably demonstrate that the development objective cannot be achieved or can only be achieved with a disproportionate additional expenditure of time and money. In such a case, we shall be entitled to be reimbursed by the customer for all costs directly incurred by us under the contract.



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Such costs shall include, in particular, material and personnel costs as well as investments specifically made by us in the scope of the individual contract.

8.9 Subcontractors

We shall be entitled to have development services performed in part or in full by third parties.

8.10 Acceptance

After notification of readiness for acceptance, the parties shall, at our request, if necessary also before delivery of the final development services, carry out one or more successive formal acceptances, for which a joint record shall be drawn up and signed by both contracting parties. If appropriate and/or customary in the industry, we may also demand a partial acceptance. If defects are discovered during acceptance, we shall be entitled to rectify the defects within a reasonable period of time. In all other respects, the rights of the customer shall be governed by these GTC.

8.11 Software

Insofar as the transaction includes the delivery of software (including updates e.g. upgrades, updates, bug fixes), the customer is granted a non-exclusive, non-sublicensable, non-transferable right to use it, including the documentation for use exclusively on the system intended for this purpose and exclusively for the agreed use and the agreed duration. In the absence of an express agreement to the contrary, the customer shall only be entitled to use the software in the country of its registered office. Use of the software on more than one system is prohibited. Thus, the customer may not duplicate, revise, translate or convert the software from object code to source code. The customer undertakes not to remove manufacturer's information - in particular copyright notices - or to change them without our prior express consent in writing (on paper with original signature). All other rights to the software and the associated documentation, including copies, shall remain with us or, if applicable, with the software supplier.

9 Warranty and rights from defective supplies

9.1 Material defects shall exist if deliveries and services deviate not completely insignificantly from the agreed target quality (other, e.g. objective requirements recede behind) and we have caused this deviation.

9.2 Defects of title shall exist if deliveries and services are encumbered with third-party rights existing at our registered office at the time of delivery. Defects of title shall be excluded if the customer has caused such infringements of rights by specifications, by an application not foreseeable by us or by changing deliveries and services or using them together with third-party deliveries and services.

9.3 We do not accept any liability for defects caused by unforeseeable or improper use, faulty assembly or commissioning by the customer or third parties, due to the use of unsuitable operating resources, defective construction work, unsuitable building ground, incorrect or negligent handling or storage, improper maintenance, spare parts, chemical, electrochemical, electrical or other influences or as a result of natural wear and tear or corrosion not resulting from a manufacturing defect. If the customer or a third-party repairs improperly, we shall not be liable for the resulting consequences.

The same applies to changes to the delivery item made without our prior consent.

9.4 We sell used goods as viewed, i.e. without any rights arising from defective supplies.

9.5 Immediately upon receipt of the goods, the customer shall inspect them for compliance with the contract and the Civil Code, in particular for completeness as well as condition and, if applicable, transport damage. Visible deviations, defects and damage must be reported to us immediately and before processing or treatment and at the latest within 5 working days after receipt, hidden defects within the same period after discovery, by written notification with detailed explanation. Otherwise, the rights from defective supplies cannot be asserted. Transport damage must be noted on the consignment note and the delivery note and confirmed by the driver's signature.

In the event of unjustified notices of defects, the customer shall bear the costs and expenses incurred by us to a reasonable extent.

9.6 In the event of material defects and defects of title, we shall provide rights from defective supplies at our discretion by subsequent performance in the form of rectification or replacement delivery at our own expense at the place of the original delivery. The customer shall give us the necessary time, opportunity and support within reasonable limits to inspect for defects at the place of the original delivery and, if necessary, to carry out the necessary subsequent improvements or subsequent deliveries; otherwise we shall be released from our duty to provide replacement performance as well as from any liability for consequences arising therefrom. Only in urgent cases of danger to operational safety or to prevent disproportionate damage ("imminent danger") and after our prior consent and enabling subsequent performance within a very short period of time the customer shall be entitled to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from us in accordance with the framework of the statutory provisions in accordance with these GTC.

9.7 If the customer has installed the delivery item in another item or attached it to another item in accordance with its type and intended use and if the defect only becomes apparent thereafter, the following special provision shall apply:

Within the scope of the legal obligation to subsequent performance, we shall reimburse the customer for the reasonable expenses required for the removal or dismantling of the defective delivery item and the installation or attachment of the repaired or delivered defect-free delivery item (reimbursement of expenses). These rights of the customer shall be excluded if the customer is aware of the defect at the time of installation or attachment or could have recognized it. If the defect remained unknown to the customer as a result of gross negligence, the customer may only assert rights on this basis if we have fraudulently concealed the defect or have given a guarantee for the quality of the item.

The customer shall only be entitled to remedy the defect himself with our prior written consent (on paper) furnished with a signature. However, we shall only reimburse proportionate expenses, i.e. only to an extent that is in reasonable proportion to the value of the delivery item in defect-free condition, to the significance of the defect and to the possibility of demanding



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subsequent performance in another reasonable manner. This is a maximum of 15% of the net price of the deliveries and services concerned.

In the event of disproportionate expenses, we shall have the right to refer the customer instead to compensation of a reasonable amount or to refuse subsequent performance altogether.

The rights of the customer to rescission and reduction as well as damages in accordance with these VKB shall remain unaffected; in the event of rejection of subsequent performance due to disproportionate expenses, the damages shall be limited to the reduced market value.

- 9.8 If we refuse the rectification/replacement delivery (not only the assumption of installation and removal costs) or if it fails more than three times, the customer is entitled, at his discretion, to demand a corresponding reduction of the price (abatement) or, in the case of material defects, to declare the withdrawal from the purchase contract. Material defects are defects, which impair the suitability or value of the delivery in such a way that they cannot be used by the customer in accordance with the condition/use specified in the contract. For insignificant defects, only the reduction of the purchase price shall be considered in lieu of further statutory provisions in the event of defects not remedied by subsequent performance.
- 9.9 If the customer has a right to withdraw from the contract within the framework of the statutory provisions in accordance with these GTC, then the customer must declare within 10 working days after the occurrence of the preconditions if he can and wishes to withdraw from the contract, otherwise he is only entitled to a reduction in price in addition to compensation for damages in accordance with these conditions. In the event of defective partial deliveries and services, the customer may only withdraw from the contract as a whole in accordance with the statutory provisions and these GTC if on objective assessment there is absolutely no interest in the partial deliveries.
- 9.10 Replaced goods shall become our property and the replacement goods shall only be covered by the warranty provisions of these GTC if the replacement was not only made as a gesture of goodwill. The customer must return replaced goods to us at his own expense.
- 9.11 Any recourse claimed by the customer against our company is excluded in particular if we have only delivered parts or if we have only assembled parts for deliveries.
- 9.12 The limitation period for asserting rights from defective supplies is 1 year from the date of delivery and performance, except in cases of defects in deliveries and services caused intentionally or by gross negligence. The limitation period shall be suspended for the duration of the time necessary for subsequent performance and shall not begin again.
- 9.13 The provisions of these GTC on liability for damages shall apply to any further claims of the customer.

10 Liability for damages

- 10.1 The following provisions relate to contractual claims of the customer (in particular, but not exclusively, in the context of rectification of defects, delay, non-delivery/non-performance and impossibility) as well as statutory claims, in particular pre-contractual claims and claims in tort.

- 10.2 Unlimited liability: We shall be liable without limitation in the event of intent on the part of our executive bodies and senior employees, as well as in the event of their grossly negligent breach of "cardinal obligations" (i.e. those which are essential for achieving the purpose of the contract and on whose compliance the customer as a contractual partner may regularly rely) and in the event of defects which we have fraudulently concealed or whose absence we have guaranteed or in the event of the assumption of the procurement risk, as well as if the health, body or life of people have been injured due to breaches of duty by us. In particular, we shall be liable without limitation for claims for damage caused by a defective product. We shall also be liable for vicarious agents in place of our organs and executive employees in the above cases if, in addition to liability for the vicarious agent according to the law, the selection of the vicarious agent by organs or executive employees was culpable - in other cases there shall be no liability after we have assigned claims against the vicarious agents to the customer (in these cases the customer shall be obliged to accept the assignment).
- 10.3 Limited liability: In the event of a slightly negligent breach of a cardinal obligation by our executive bodies and senior employees and such a grossly negligent breach by vicarious agents, we shall only be liable for the foreseeable, typically occurring damage, up to a maximum of 25% of the value of the delivery or service. Limited liability claims are also subject to a limitation period of 1 year from the beginning of the occurrence of the damage.
- 10.4 Exclusion of liability: We shall not be liable in the event of a slightly negligent breach of an obligation that is not a cardinal obligation.
We shall only be liable for cases of impossibility if we are at least grossly negligent.
- 10.5 We shall only be liable for consequential damages and indirect damages, i.e. in particular for damages which have not occurred to the delivery item itself, for loss of profit, loss of production, loss of use, expert's fees, etc., in the event of at least grossly negligent breaches of cardinal obligations up to the amount of the foreseeable, typically occurring damage; this shall be a maximum of 25% of the value of the delivery or service.
- 10.6 Insofar as our liability is excluded or limited, this shall apply equally with regard to a personal liability for damages of our organs, employees, workers, staff, representatives and vicarious agents towards the customer.
- 10.7 This does not imply a change in the burden of proof to the detriment of the customer.

11 Product Liability

- 11.1 The customer shall not modify the deliveries with regard to safety, in particular he shall always observe existing warnings about dangers in case of improper use of the delivery items not modify or remove them. In the event of a breach of this obligation, the customer shall indemnify us internally against product liability claims by third parties insofar as the customer is responsible for the defect giving rise to the liability.
- 11.2 If we are prompted to issue a product recall or warning due to a product defect in the delivery items, the purchaser shall support us and take all reasonable measures ordered by us.



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The Purchaser shall be obliged to bear the costs of the product recall or warning insofar as it is (jointly) responsible for the product defect and the damage incurred in accordance with the principles of product liability law. Any further claims on our part shall remain unaffected.

12 Support during assembly, start and end of assembly services, protective measures, acceptance, assembly defects

- 12.1 The customer is obliged to provide technical support at his own expense during our assembly/commissioning (also erection, repair, creation of a work). This includes in particular the provision of the necessary, suitable assembly assistants; the necessary devices, lifting equipment and tools as well as the necessary commodities and materials; heating, lighting, operating power, water and the necessary connections; necessary, dry and lockable rooms for the storage of the tools and other objects of our employees; suitable recreation rooms and work rooms for our employees; the provision of materials necessary for carrying out a test, inspection or acceptance and the transport of the assembly parts at the assembly site.
- 12.2 The customer must ensure that the assembly can be started immediately after the arrival of our assembly personnel and carried out without delay until acceptance by us. Our assembly personnel must be given an unrestricted opportunity to work between 7:00 and 18:00 h.
- 12.3 The customer must take the special measures necessary for the protection of persons and property at the assembly site. He must inform our employees about existing special safety regulations, insofar as these are of importance to us.
- 12.4 Completion of the installation includes assembly, commissioning and acceptance. Prior to the commencement of completion, the materials and objects of the customer required for the commencement of the work must be at the installation or assembly site and all necessary preparatory work must have progressed to such an extent prior to the commencement of completion that the installation or assembly can be commenced as agreed and carried out without interruption. Access roads and the installation or assembly site must be levelled and cleared by the customer.
- 12.5 Immediately after notification of the completion of the installation, a joint inspection of the plant components and systems shall take place. A written protocol (or assembly report) to be signed jointly shall be recorded, which confirms that the assembly has been completed. Identified residual work and defects shall be stated in the report.
- 12.6 The customer is obliged to accept the installation as soon as he has been notified of its completion in writing or verbally. If the installation proves not to be in accordance with the contract, we are obliged to remedy the defect in accordance with these GTC. This shall not apply if the defect is insignificant for the interests of the customer or is due to a circumstance attributable to the customer.
If there is a non-essential defect, the customer may not refuse acceptance.
- 12.7 If acceptance is delayed through no fault of our own, acceptance shall be deemed to have taken place after 2 weeks have elapsed since notification of completion of the

installation. The same shall apply if we issue a (final) invoice after 2 weeks have elapsed since notification of completion of the installation.

- 12.8 Upon acceptance, our liability for obvious defects shall cease unless the customer has reserved its rights due to the defect upon acceptance in writing.

13 Indemnification

The customer shall indemnify us upon first request against all claims of third parties, which are based on a breach of duty or disturbance of the customer. This includes in particular the defence against direct claims or also official measures against the customer or us, the defence against indirect claims or official measures against us, the provision of all necessary information and the assumption of legal costs and all other necessary expenses for defence. The customer may not conclude any agreements to our disadvantage with third parties or authorities without our prior consent.

14 Take-back programs and disposal of end-of-life goods

- 14.1 If the goods are subject to Act No. 542/2020 Sb. on End-of-Life Goods, we offer to take back the goods in accordance with the statutory provisions at the customer's request, which must be expressed in writing when the purchase contract is concluded, in return for reimbursement of the actual costs incurred. Otherwise, the customer shall assume the obligation to properly take back the delivered goods at his own expense in accordance with the statutory provisions after the end of use. In this case, the customer shall indemnify us and our suppliers against the obligations pursuant to Act on End-of-Life Goods (the duty to ensure the take-back of end-of-life goods) and any related claims by third parties.
- 14.2 The customer shall contractually oblige commercial third parties to whom he passes on the delivered goods to properly take back the delivered goods after termination of use at their expense in accordance with the statutory provisions and to impose a corresponding further obligation in the event of renewed passing on. If the customer fails to contractually oblige commercial third parties to whom he passes on the delivered goods to assume the obligation to dispose of the goods and to impose a further obligation, the customer shall be obliged to take back the delivered goods at his own expense after termination of use and to properly dispose of them in accordance with the statutory provisions. In the case of non-commercial third parties to whom the customer passes on the goods, the regulation according to Sec. 12 (2) of the Act on End-of-Life Goods shall apply.
- 14.3 Our above claims for takeover/release by the customer shall not become time-barred before the expiry of 2 years after the final termination of use of the device. This period shall commence at the earliest upon receipt by us of a written notification of the termination of use by the customer and/or its customers.

15 Secrecy

- 15.1 The customer shall undertake to impose corresponding obligations to maintain confidentiality on their employees, performing and vicarious agents, who cooperate with us in rendering the services, and also to ensure that the



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corresponding records are made available only to the employees, performing and vicarious agents of the customer and only to the absolutely necessary extent, as far as this is absolutely necessary for us rendering the services.

15.2 The obligation to maintain confidentiality shall not apply to such information which the customer can prove was already lawfully known, which is public knowledge, which is disclosed due to mandatory laws, which the customer can prove to have developed independently of the information received, or which is disclosed by the customer after our prior written consent.

16 Data protection

For information on the processing of personal data, please refer to Data Protection - WITTENSTEIN cyber motor GmbH: <https://cyber-motor.wittenstein.ae/en-en/privacy-statement/>.

17 Change of control, Transfer of rights and obligations, place of jurisdiction, place of performance, invalidity

17.1 In the event of a change of control at the customer (transfer of significant shares, change of management or similar), the customer must inform us. In the case of a change of control that is unacceptable to us, we shall be entitled to withdraw from the contract.

17.2 Place of performance is at our registered office, unless otherwise agreed.

17.3 Transfers of rights and obligations of the customer arising from the contract require our written consent to be effective. This shall not apply to monetary claims in commercial transactions are concerned.

17.4 For all disputes arising from the business relationship, the place of jurisdiction is the court with the subject-matter jurisdiction as per our registered office. However, we are also entitled to bring an action before any other court having any other statutory place of territorial and subject-matter jurisdiction.

17.5 Czech law shall apply exclusively with the exception of the provisions of the UN Convention on Contracts for the International Sale of Goods.

17.6 Should individual provisions of these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a legally valid provision which comes as close as possible to the recognisably intended economic purpose of the invalid provision. The same applies in the event of a deficiency in these GTC