General Terms and Conditions for the Supply of Products and Services by Hoppe Marine GmbH

1. General

1.1 For the current order as well as for all future supply agreements (including agreements regarding the supply with moveable things/goods to be produced or manufactured ("Werklieferungsvertrag") within the meaning of Section 650 German Civil Code (Bürgerliches Gesetzbuch, BGB), hereinafter jointly referred to as "**Supply Agreement/s**") and/or service contracts (hereinafter referred to as "**Service Agreement/s**") entered into between Hoppe Marine GmbH, Hamburg, (hereinafter referred to as "**Hoppe**", "**Supplier**" or "**We**") and the customer (hereinafter referred to as the "**Customer**") the following general terms and conditions for the supply of products and services (hereinafter also referred to as the "**Terms**") shall apply. The Customer shall accept the Terms to be the contractual basis upon which each order will – unless otherwise agreed in writing – be placed. Unless otherwise agreed, these General Terms and Conditions in the version valid at the time of the customer's order and published on our website (www.hoppe-marine.com) or in any case in the version last communicated to the customer in text form also apply as a framework agreement for similar future contracts without Hoppe having to refer to them again in each individual case. The scope of supply and/or services to be delivered (hereinafter jointly referred to as the "**Supplies**", as well) in accordance with the Supply Agreements and/or Service Agreements shall – unless otherwise agreed in writing – be determined exclusively by the Terms.

1.2 General terms and conditions of the Customer shall not apply, unless expressly agreed in writing. As far as reference is made to customary contractual forms in prior correspondence or in the confirmation of the order, such references shall be construed in accordance with INCOTERMS 2020.

1.3 Hoppe shall be entitled to deploy third parties, especially but not limited to affiliated companies, in order to perform its contractual duties.

1.4 Hoppe shall not be obliged to provide replaceable spare-parts for the Supplies (original Hoppe parts) for more than 36 months after end of the warranty period (see art. 12 below).

1.5 Customer agrees to a processing of Customer related data pertaining to the delivery of ordered goods and to the payment transactions by Supplier in order to fulfil the order.

2. Conclusion of Agreements – Offer and Acceptance

2.1 The Supplier´s offers are subject to change and non-binding. They are just an invitation to the Customer to submit an order (*invitatio ad offerendum*). The order shall be deemed to be accepted by the Supplier, once it has been confirmed in writing (confirmation of the order). Any guarantees or negotiations are subject to explicit confirmation in writing to take effect.

2.2 The Supplier´s confirmation of the order shall be decisive for the scope of the delivery and/or the service to be supplied. Changes require our

explicit confirmation in writing. The quantities agreed upon in the contract may vary within the scope that is usual in the industry. Tolerances and deviations customary in the respective industry are permitted.

2.3 Supplier shall be entitled to change technical specifications of the goods to be delivered, as long as such changes serve an improvement of the goods to be delivered.

3. No export to Russian Federation or Belarus

3.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied under or in connection with the Supply Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Council Regulation (EC) No 765/2006. The relevant version of the EU regulations listed above shall apply.

3.2 The Customer shall undertake its best efforts to ensure that the purpose of art. 3.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

3.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of art. 3.1.

3.4 Any culpable violation of art. 3.1, 3.2 or 3.3 shall constitute a material breach of an essential element of the Supply Agreement, and Hoppe shall be entitled to seek appropriate remedies, including, but not limited to:
(i) termination of the Supply Agreement; and
(ii) an appropriate contractual penalty, having regard to the nature, seriousness and duration of the breach.

3.5 The Customer shall immediately inform Hoppe about any problems in applying art. 3.1, 3.2 or 3.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 3.1. The Customer shall make available to Hoppe information concerning compliance with the obligations under paragraph 3.1, 3.2 and 3.3 within two weeks of the simple request of such information.

4. Prices and Terms of Payment

4.1 Unless explicitly agreed otherwise in writing, all prices shall be ex works from Hamburg (INCOTERMS 2020, EXW) excluding packaging; value added tax (VAT) shall be added at the rate that is applicable when the contract is entered into.

4.2 Supplier reserves the right to change the prices especially in case the most of the raw material increases at short notice thus affecting calculations negatively. If no prices have been agreed upon, the list

prices valid at the day of delivery shall be invoiced.

4.3 Customer may offset undisputed, acknowledged or unappealable claims, only.

4.4 In cases where Supplier is charged with installation and/or commissioning and unless otherwise agreed in writing, Customer shall pay the agreed remuneration and any incidental costs required, e.g. travel expenses, costs for transport of tools and equipment, and personal luggage as well as allowances.

4.5 Payment shall be made to Supplier´s account without any deduction and free of transaction charges. Payments with discharging effect may be made to Supplier, only. Unless explicitly agreed otherwise in writing, all supplies of goods and services are subject to pre-payment. Supplier will issue an invoice together with its confirmation of the order. Invoices are to be paid in Euro within 14 days as of invoice date.

5. Acceptance of Services provided by Supplier

5.1 Customer is obliged to accept services, such as repair works, maintenance, commissioning or other work provided by Supplier. Should the service rendered by Supplier not be as contractually agreed, Supplier is obliged to supplement its performance pursuant to the stipulations set out in art. 12 below and subject to the prerequisites stipulated therein, as long as such supplementary performance is possible.

5.2 Should the acceptance be delayed without Supplier being responsible for such delay, the acceptance shall be deemed to have taken place two (2) weeks after completion of the respective service works rendered to Customer.

5.3 With the acceptance having taken place, Supplier´s liability for visible defects of the service works ends, unless Customer has explicitly reserved its rights due to specifically indicated visible defects in writing.

6. Term of Delivery/Performance

6.1 The term of delivery/performance shall be agreed upon individually in the Supply Agreement or in the Service Agreement, respectively. It starts as of the date of the Supplier´s confirmation of the order. The term of delivery/performance shall not expire before Customer has provided all necessary documents to Supplier. The same applies to eventually necessary authorisations, releases and/or required clarifications. Should Customer fail to provide such documents and/or information in due time, the term of delivery/performance shall be extended until such documents/information has been properly provided to Supplier.

6.2 The term of delivery/performance shall be extended appropriately in case of delay arising from an act of God / nature without control (force majeure), including strikes and lockouts, epidemics, pandemics, diseases or quarantine, adverse weather conditions, interfering Supplier or any third party deployed by Supplier in order to perform its contractual duties.

6.3 Supplier is entitled to effect partial deliveries.

7. Retention of Title

7.1 Unless otherwise agreed in writing, all deliveries are made exclusively under an extended retention of title and under the provision that all accounts must be current. The retained goods, regardless of their location of storage, shall remain the property of the Supplier, until each and every claim the Supplier has against the Customer on account of the business connection has been fulfilled.

7.2 Customer may resell the delivered items in the course of regular business and subject to the condition that he is not in default with payment. Resale shall be permitted under the condition only, that Customer´s receivables from such resale including any subsidiary right shall be conclusively transferred to Supplier to the extent of Customer´s liabilities towards Supplier, until Customer has fulfilled its obligations to effect payment.

7.3 The Customer is not entitled to other disposal of the retained goods (including pledging and transfer of ownership by way of security) nor to other disposals of the claims he has transferred or has to transfer to the Supplier (including their pledging and transfer of ownership by way of security).

7.4 If such resale occurs for a lump sum price together with other goods that do not belong to Supplier, Customer hereby transfers all its claims from the resale in the amount that corresponds to the full invoice value of the retained goods to Supplier until the retained goods have been paid in full. Customer shall inform Supplier immediately, should any third party interfere with Supplier´s ownership in the retained goods.

7.5 If retained goods to which Supplier is co-owner are resold, Customer shall transfer its receivables from the resale to the extent which corresponds to the proportional value of the co-ownership until the deliveries and services have been paid in full.

7.6 Customer shall be entitled to process or rearrange delivered goods that are subject to retention of title or to combine such goods with other objects. Such processing, rearrangement or combination shall be made on behalf of Supplier. Supplier shall acquire property of any processed or rearranged object. These objects shall be subject to retention of title. In case of combination of the delivered goods with objects that are not owned by Supplier, Supplier shall acquire co-ownership in such object amounting to the share corresponding to the relation of the value of the combined good subject to retention of title to the value of the new resp. combined object.

7.7 If Customer is in delay with its obligations to pay under a Supply Agreement and/or service contract entered into with Supplier, and has been accordingly notified without success, or if Customer´s solvency decreases more than insignificantly, Supplier is entitled to demand immediate execution of all outstanding payments, to revoke Customer´s right to resell, and to take back the already delivered goods as a security until full payment has been received without Customer having any right to retain said goods.

7.8 Supplier is entitled to remove retained goods or have them removed, reclaim them, take possession and accept them in case that its rights

are endangered until all obligations have been fulfilled (e.g. imminent insolvency, initiated insolvency proceedings, imminent seizure or transfer of securities etc.).

7.9 Where Customer fails to fulfil its duties, especially to effect due payments, Supplier shall be entitled to cancel the Supply Agreement and/or Service Agreement and each other Supply Agreement/Service Agreement entered into between the parties and to take back the retained goods; Customer shall be obliged to surrender the retained goods.

7.10 Until the moment, in which title in the retained goods passes to Customer according to the previous provisions, Customer shall keep the retained goods insured to their replacement value.

8. Transfer of Risk

8.1 Unless explicitly agreed otherwise (INCOTERMS 2020), the risk shall pass to the Customer pursuant to the stipulations of BGB.

8.2 Incorrect quantities must be reported immediately to the Supplier in writing on the day of delivery. Mere complaints made in front of the employees of the freight carrier are not deemed to be valid towards the Supplier. Transport damages must be reported immediately to the freight carrier.

9. Time set for Deliveries / Delay

9.1 Times set for deliveries can only be observed if all documents required from the Customer, necessary permits and releases have been received in time by Supplier and if agreed terms of payment and other obligations of the Customer have been observed. Moreover, Supplier´s duty to deliver is subject to Supplier itself being supplied properly and in due time, as far as an improper and/or undue supply had not been negligently caused by Supplier.

9.2 If non-observance of the times set is due to force majeure such as mobilization, war, acts of terror or similar events (e.g. strike or lockout), epidemics, pandemics, diseases, quarantine or adverse weather conditions, or any event which is similar to the foregoing, such times shall be extended accordingly.

10. Installation and Commissioning

Unless otherwise agreed in writing, installation and commissioning shall be subject to the following provisions: Customer shall provide at its own expenses and in good time, especially, but not limited to:

a. all preliminary work including the necessary skilled and unskilled labor, and tools.
b. protective clothing and protective devices needed due to particular conditions prevailing at the specific site.
c. unopposed access to the place of installation/commissioning
d. energy and water at the point of use including connections, heating and illumination.
e. suitable dry and lockable rooms of sufficient size adjacent to the site for the storage of machine parts, apparatuses, materials, tools, etc.

and adequate working and recreation rooms/cabins for the assembly team, including lodging as well as sanitary facilities as are appropriate in the specific circumstances. Furthermore, Customer shall take all measures it would take for the protection of its own possessions to protect the possessions of Supplier and of the assembly team at the site.

11. Shipment, Acceptance of Goods, Delay of Acceptance
    11.1 Postage, shipping costs and risk of deterioration or damage when returning the Supplies shall be charged to Customer. Where no specific agreement regarding the mode of shipment has been made between the parties in writing, the transport route and means are left to Supplier´s choice. Shipping costs shall always be borne by Customer.
    11.2 Customer shall not refuse to receive Supplies due to minor defects.
    11.3 If Customer is delayed in accepting the Supplies, the Supplier can:
        a. upon immediate invoicing, refuse performance until Customer has paid the owed purchase price and/or service fee in full;
        b. cancel the contract after setting an appropriate grace period and make claims for damages on the ground of non-performance. If the asserted claim for damages does not exceed 30% (thirty per cent) of the agreed contractual remuneration, no separate evidence has to be furnished.

12. Defects as to Quality
    Supplier shall to the exclusion of further claims be liable for defects as to quality ("Sachmängel", hereinafter referred to as "**Defects**") that already existed at the moment of the transfer of risk, as follows, whereby Hoppe´s liability for damages pursuant to art. 15 below shall not be affected:
    12.1 Supplier will at its own choice and free of charge repair or replace defective parts of the Supplies (hereinafter referred to as "**Supplementary Performance**") that have been notified to Supplier within a warranty period of twelve (12) months after transfer of risk. The number of Supplementary Performances to be accepted by Customer shall be determined based on the circumstances of each case and in good faith. Supplier will chose the most economical way of Supplementary Performance. A Supplementary Performance does not result in revolving warranty periods. The running warranty period shall continue.
    12.2 For Supply Agreements, the place of performance for Supplementary Performance shall be Supplier's place of business (Hamburg, Germany). If and to the extent that Supplier has a service location in a country closer to the Supplies location according to the respective agreement's purpose, Supplementary Performance may also be carried out there at the Supplier's discretion. A service location within the meaning of this provision includes any location from which services are provided by the Supplier, an affiliated company within the meaning of Section 15 of the German Stock Corporation Act (AktG), or an external service partner appointed or authorised by the Supplier to perform services on its behalf.
    12.3 As far as Service Agreements are concerned, the place of performance

of the Supplementary Performance shall be the place, in which the original/primary performance has been performed.

12.4 If Supplier had not been charged to place the Supplies within other goods of the Customer (e.g. within a vessel), defective parts have to be dismantled by Customer at its own expense.

12.5 If Customer has moved the Supplies to a location other than the place of performance according to art. 12.3 and 12.4 and if Supplementary Performance cannot be carried out remotely or at the place of performance according to art. 12.3 and 12.4, Customer shall bear any additional expenses connected with an execution of the Supplementary Performance at the new location of the Supplies. This also includes but is not limited to the travelling and living expenses of personnel acting on behalf of Supplier. The cost of transportation on the most economical way of the spare parts to the new location shall be borne by the Supplier. If a return of the defective parts is agreed, the cost of transportation of the defective parts to be returned to the Supplier are to be borne by the Customer. The parties have taken this risk distribution into account in the pricing.

12.6 Customer claims for Defects are excluded if:

a) Supplies have been installed, assembled or commissioned by Customer, but not according to Hoppe instructions;
b) Supplies have been installed, assembled or commissioned by unauthorised third parties;
c) Customer or unauthorised third parties have not complied with the handling, maintenance and inspection instructions provided by Hoppe;
d) Customer has carried out improper repair work or modifications to the Supplies without the consent of Hoppe or has had such work carried out by unauthorised third parties;
e) spare parts have been installed that were not supplied by Hoppe, or have been installed without their consent;
f) Defect is due to materials or parts supplied Customer, or to a design, instructions or information specified or provided by Customer.

In the above-mentioned cases, third parties are considered "**unauthorised**" if they do not hold a valid 'Certificate of Training' issued by Hoppe or if Hoppe has not otherwise confirmed them in advance in written form.

12.7 During the warranty period, Supplier shall always first be given the opportunity to perform Supplementary Performance within a reasonable period of time. If supplementary performance is finally unsuccessful, Customer shall be entitled to cancel the contract or reduce the remuneration, irrespective of eventual claims for damage pursuant to art. 15 below. Customer shall – without prejudice to the provisions of art. 15 below – have no claim for compensation for futile expenditure.

12.8 Customer may claim damages under the terms and conditions of art. 15 below, only.

12.9 Normal wear and tear of the Supplies does not constitute warranty claims. The same applies, if and as far as Defects are based on non-observance of the user manual, the non-performance of due service

works and/or the wrongful execution of service works. Where available, Customer shall use original Hoppe-spare-parts, only.

12.10 Software Maintenance will only be provided, if a valid Software Maintenance Agreement (to be agreed upon separately, in writing) has been continuously in place since the date of commissioning and if Supplier is granted adequate remote access to the concerned systems.

12.11 Customer shall notify Supplier of apparent Defects or apparent incomplete or incorrect deliveries and services without undue delay and submit in writing no later than two weeks after receiving the delivery and service as evidenced by the postmark or the date on the fax. Hidden Defects must be notified immediately upon their detection in writing. In the event of complaints or Defects not being notified with undue delay, the performance is deemed accepted; this refers to the absence of guaranteed characteristics as well.

12.12 Supplier reserves the right to make changes in construction, implementation or functionality, as long as they neither significantly impair the usefulness nor the value or the common usage of the ordered item. They shall not be deemed cause for complaint. There shall be no claims based on Defect in case of insignificant deviations from the agreed quality or functionality, of only minor impairment of usefulness or common usage, of natural wear and tear or damage arising after the transfer of risk from faulty or negligent handling, excess strain, unsuitable equipment provided by Customer, defective workmanship of the Customer or from particular external influences not assumed under the contract, or from non-reproducible software errors.

12.13 In case of a notification of a Defect, Customer may withhold payments to the extent either accepted by Supplier or determined by court. Customer waives compensation of third-party claims against Supplier. Customer waives any commercial rights of retention from sec. 369 to 372 German Commercial Code ("Handelsgesetzbuch, HGB"). Furthermore rights of retention pursuant to sec. 273 BGB are excluded.

13. Intellectual Property Rights / Defects in Title / Copyright

13.1 Unless otherwise agreed, Supplier shall provide the supplies free from third parties' intellectual property rights and copyrights (hereinafter jointly referred to as "**IPR**") with respect to the country of the place of destination. If a third party asserts a justified claim against Customer based on an infringement of an IPR with respect to the supplies delivered/supplied by Supplier and then used in conformity with the contract, Supplier shall be liable to Customer within the time period stipulated in art. 12.1 as follows:

a. Supplier shall choose whether to acquire, at its own expense, the right to use the IPR with respect to the supplies concerned or whether to modify the supplies such that they no longer infringe the IPR or replace them. If this would be unreasonable to demand from Supplier, Customer may cancel the contract or reduce the remuneration pursuant to the applicable statutory provisions. Customer shall have no claim for compensation for futile expenditure.

b. Supplier's liability to pay damages shall be governed by art. 15 below.

13.2 Claims of Customer shall be excluded if Customer itself is responsible for the infringement of an IPR.

13.3 Claims of Customer shall also be excluded if the infringement of the IPR is caused by specifications made by Customer, to a type of use not foreseeable by Supplier or to the supplies being modified by Customer or being used together with products not provided by Supplier.

13.4 Supplier reserves unlimited utilization rights in all drawings and other documents provided to Customer.

13.5 Customer shall not upload, input or otherwise disclose any drawings, designs, specifications, software, source code or other documents provided by Supplier to any artificial intelligence system, large language model or comparable third-party analysis tool, unless Supplier has given its prior written consent. This obligation shall also apply to Customer's employees, agents and subcontractors and shall survive termination of the contract.

14. Impossibility of Performance, Adjustment of Contract

14.1 To the extent that deliveries and/or performance are impossible to be carried out, Customer shall under the terms and conditions of art. 15 below be entitled to claim damages, unless Supplier is not responsible for the impossibility.

14.2 In case of temporary impossibility, art. 9 above (Time for Supplies; Delay) shall apply.

14.3 When unforeseeable events within the meaning of art. 6.2 above substantially change the economic importance or the contents of supplies or considerably affect Supplier's business, the contract shall be adjusted taking into account the principles of reasonableness and good faith.

15. Claims for Damages

15.1 Any claims for damages and reimbursement of expenses Customer may have (hereinafter referred to as "**Claims for Damages**"), based on whatever legal reason, including infringement of duties arising in connection with the contract or tort, shall be excluded. Any Claims for Damages based on delayed delivery shall be limited as follows: Where a delayed delivery is within Supplier´s responsibility, Customer may claim damages in the form of a lump-sum payment as from the second week following the delay. The lump-sum shall be 0,5% per full week of delay, limited to a maximum of 5%, each with regard to the worth of the part of the Supplies that has not been provided in due time. Any exceeding claim for damages shall be excluded.

15.2 The above limitations of liability shall not apply in case of mandatory liability, e. g. under the German Product Liability Act ("Produkthaftungsgesetz, ProdHaftG"), in the case of intent, gross negligence of the owner, statutory representatives, the management body or executive employees of the Supplier, injury of life, body or health, for warranty of the absence of Defects and in case of fraudulent concealing of Defects. Moreover, Supplier shall be liable for negligent breach of material contractual obligations, e.g. breach of Supplier´s duty

to deliver goods without Defects), if such breach has been caused by gross negligence of non-executive employees. The same applies to negligent breaches of conditions which go to the root of the contract, whereupon Customer´s claim for damages shall be limited to such amount that is reasonably foreseeable with regard to the specific agreement. Upon Customer´s request, Supplier will (where available) offer an insurance product covering damages exceeding the damages that are reasonably foreseeable.

16. Cancellation

If and to the extent that Customer is contractually or legally entitled to cancel an order, Customer shall pay for any goods delivered and/or proportionate charges for any services performed under the order prior to cancellation, whether the order is fully or partially performed. Supplier is entitled to be reimbursed for any costs incurred for engineering and goods purchased under the relevant order up to the cancellation date, provided that Supplier has investigated whether such goods can be used for other orders, thereby reducing the amount to be reimbursed.

17. Venue, Applicable Law, Severability

17.1 Exclusive place of jurisdiction shall be Hamburg, Germany. However, Supplier may also take legal action at the Customer's place of business.

17.2 Legal relations between the parties deriving from and/or in connection with the parties' business relation shall be governed by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17.3 The legal invalidity of one or more provisions of these Terms shall in no way affect the validity of the remaining provisions. Should a provision of these Terms turn out to be or become invalid, the parties shall be obliged to agree on such valid provision that comes as close as possible to the invalid provision.