

General Terms & Conditions of Sale, Delivery and Performance (GSC) of cylib GmbH and cylib Production I GmbH, Philipsstraße 8, 52068 Aachen

§ 1 Area of Application, Form

- (1) These General Terms & Conditions of Sale, Delivery and Performance ("**GSC**") apply for all business relations which we, cylib GmbH or cylib Production I GmbH, Philipsstraße 8, 52068 Aachen, enter into with our customers or principals ("**Customer**"). The GSC apply only if the Customer is an entrepreneur (§ 14 of the German Civil Code (BGB)), a public-law legal entity or a public-law special fund.
- (2) The GSC apply in particular for contracts concerning the sale and/or delivery of moveable items ("**Goods**"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§ 433, § 640 of the BGB), as well as for the rendering of work performance (§ 631 of the BGB) or services (§ 611 of the BGB) ("**Services**"). Insofar as nothing to the contrary is agreed upon, the GSC apply in the version communicated at the time the Customer placed the respective order or at least in the version most recently communicated to it in text form, as a framework agreement also for future contracts of the same kind, without us having to refer to them again in every individual instance.
- (3) Exclusively our GSC apply. Deviating, contrary or augmenting General Terms & Conditions of the Customer's only become part of the contract if and insofar as we have expressly consented to their application. This consent requirement applies in every instance, for example also if the Customer refers to its GTC in the framework of the order and we do not expressly object thereto.
- (4) Individual agreements (e.g. framework supply contracts, quality-assurance agreements) and information in our order confirmation prevail over the GSC. In the event of doubt, trade clauses are to be interpreted pursuant to Incoterms® published by the ICC in Paris in the version applicable when the contract is entered into.
- (5) Legally-relevant declarations and notifications by the Customer in relation to the contract (e.g. setting deadlines, reporting defects, rescission or reduction) are to be made in writing. "In writing" in the sense of these GSC includes the written form and the text form (e.g. letter, email, fax). Statutory form stipulations and other evidence, particularly in the event of doubts about the declarer's authority, remain unaffected.
- (6) References to the application of statutory provisions have only clarifying significance. Even in the absence of such a clarification, the statutory provisions thus apply, insofar as they are not directly amended or expressly excluded in these GSC.

§ 2 Entry into Contract

- (1) Our offers are subject to change and are non-binding. This applies even if we have supplied the Customer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN norms), other product descriptions or documents – including in electronic form – in which we reserve copyright and ownership rights.

- (2) The ordering of Goods or services by the Customer is deemed to constitute a binding contract offer. Insofar as nothing to the contrary arises from the order, we are entitled to accept that contract offer within 14 days after its receipt by us.
- (3) Acceptance can be declared either in writing (e.g. through order confirmation) or by delivering the Goods to or performing the services for the Customer.

§ 3 Delivery Period and Default in Delivery

- (1) The delivery and performance period ("**Delivery Period**") is agreed upon individually or communicated by us when accepting the order. Insofar as this is not the case, the Delivery Period is c. 4 weeks from entry into contract.
- (2) Insofar as we are unable to adhere to binding Delivery Periods for reasons which are not attributable to us, we will inform the Customer of the same without undue delay and at the same time communicate the probable new delivery period. If performance is not available within the new Delivery Period either, we are entitled to rescind the contract in whole or in part; consideration already rendered by the Customer will be refunded by us without undue delay. Unavailability of the performance shall be deemed to exist in the event of lack of timely delivery to us by our suppliers, if we have entered into a congruent covering transaction, in the event of other disruptions to the supply chain, e.g. due to force majeure, or if in the individual case we are not obliged to effect procurement. We do not bear the procurement risk in that respect.
- (3) Our being in default in delivery is determined in accordance with the statutory provisions. In any event, however, a formal warning by the Customer is necessary.
- (4) The Customer's rights pursuant to § 8 of these GSC and our statutory rights, particularly in the event of an exclusion of the performance obligation (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remains unaffected.

§ 4 Delivery of Goods, Transfer of Risk, Acceptance, *Mora Accipiendi*

- (1) Goods are delivered from the warehouse, which is also the place of performance for the delivery and any subsequent performance. Upon request by the Customer and at its expense, the Goods will be sent to another destination (dispatch sale). Insofar as nothing to the contrary is agreed upon, we are entitled to determine ourselves the type of dispatch (particularly the transport company, dispatch route, packaging).
- (2) The risk of accidental destruction and the accidental deterioration of the Goods is transferred at the latest upon handover to the Customer. In the case of dispatch sale, however, the risk of accidental destruction and accidental deterioration of the Goods as well as the risk of delay is transferred upon handing the Goods over to the carrier, freight forwarder or the other party or institution chosen to carry out the shipping. Insofar as an acceptance is agreed upon, this is authoritative for the transfer of risk. The statutory provisions of the law governing contracts for work and services also apply for an agreed acceptance. If the Customer is in *mora accipiendi*, handover or acceptance has the same effect.

- (3) If the Customer is in *mora accipiendi*, if it fails to perform a cooperation act, or if our delivery or performance is delayed for other reasons attributable to the Customer, then we are entitled to demand compensation of the loss arising as a result thereof, including additional expenditure (e.g. warehouse costs).

§ 5 Price and Payment Terms

- (1) Insofar as nothing to the contrary is agreed in the individual case, our prices respectively current at the time of entry into contract apply, ex warehouse, plus statutory VAT.
- (2) In the case of dispatch sale (§ 4.1 hereof), the Customer bears the transport costs from the warehouse and the costs of any transport insurance requested by the Customer. Any customs duties, fees, taxes and other public dues are borne by the Customer.
- (3) The remuneration is due and to be paid within 14 days from invoicing and delivery or acceptance of the Goods or performance. However, also in the framework of an ongoing business relationship, we are entitled at any time to carry out a delivery wholly or partially only after advance payment has been made. A corresponding reservation will be declared by us no later than with the order confirmation.
- (4) Upon the expiry of the foregoing payment period, Customer is deemed to be in default. During the default, interest is to be levied on the remuneration at the respectively-applicable statutory default interest rate. We reserve the right to claim more extensive default loss. Our claim for commercial maturity interest (§ 353 of the German Commercial Code (HGB) against merchants remains unaffected.
- (5) The Customer is entitled to set-off or retention rights only insofar as its claim is undisputed or has been determined in a final and legally-binding manner. In the event of defects in delivery, the Customer's counter-rights, particularly pursuant to the second sentence of § 7.6 of these GSC, remain unaffected.
- (6) If after entry into contract it becomes evident (e.g. as a result of applying for the commencement of insolvency proceedings) that our claim for the remuneration is jeopardised through lack of the Customer's performance ability, then pursuant to the statutory provisions we are entitled to refuse to perform, and – where applicable, after setting a deadline – to rescind the contract (§ 321 of the BGB). In the case of contracts concerning the manufacture of specific items (custom-made products), we can declare rescission immediately; the statutory regulations concerning the dispensability of setting a deadline remain unaffected.

§ 6 Retention of Title

- (1) Until payment in full of all of our current and future claims arising out of the contract with the Customer and an ongoing business relationship ("**Secured Claims**"), we retain title in the Goods sold.

- (2) Before full payment of the Secured Claims, the Goods subject to the retention of title may not be pledged or transferred by way of security to third parties. The Customer must notify us without undue delay in writing if an application to commence insolvency proceedings is filed or insofar as third-party interventions (e.g. distraints) are made concerning the Goods belonging to us.
- (3) In the event of contract-breaching behaviour by the Customer, particularly in the event of failure to pay the purchase price due, we are entitled pursuant to the statutory provisions to rescind the contract and/or to demand handover of the Goods based on the retention of title. A handover demand does not simultaneously entail declaration of rescission; rather, we are entitled to demand only handover of the Goods and to reserve the right to rescind. If the Customer does not pay the purchase price due, we may only assert these rights if we have set the Customer a reasonable period for payment and this has expired fruitlessly or if such deadline-setting can be dispensed with pursuant to the statutory provisions.
- (4) The Customer has the authority, until revocation pursuant to c) below), to sell on and/or to process in the ordinary course of business the Goods which are subject to retention of title. In such case, the following provisions also apply:
 - a) The retention of title encompasses the products arising as a result of processing, mixing or combining our Goods, at their full value, in which regard we are deemed to be the manufacturer. If a third party's ownership right remains in existence in connection with a processing, mixing or combining with third-party goods, then we acquire co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. In addition, the same as for the Goods supplied subject to retention of title apply for the resulting product.
 - b) The claims arising out of the onward sale of the Goods or of the product against third parties are hereby assigned by the Customer to us as security, as a whole or in the amount of any co-ownership share we have pursuant to the foregoing paragraph. We hereby accept the assignment. The Customer's obligations named in paragraph 2 hereof also apply with regard to the assigned claims.
 - c) The Customer remains authorised to collect the claim in addition to us. We hereby undertake not to collect the claim as long as the Customer fulfils its payment obligations to us, there is no defect in its performance ability, and we do not make use of the retention of title by exercising a right pursuant to paragraph 3 hereof. However, if this is the case, then we can demand that the Customer disclose to us the assigned claims and their debtors, provide all of the information necessary for collection, hand over the relevant documents, and notify the debtors (third parties) about the assignment. Moreover, in such case we are entitled to revoke the Customer's authority to sell on and process the Goods which are subject to retention of title.
- (5) If the realisable value of the securities exceeds our claims by more than 10%, we will release the securities of our choice, upon request by the Customer.

§ 7 Customer's Defect Claims

- (1) The statutory provisions apply for the Customer's rights in the event of quality defects and defects in title (including wrong and insufficient delivery as well as improper assembly/installation or defective instructions), insofar as nothing to the contrary is set out below. In all cases, the statutory provisions concerning consumer goods purchases (§ 474 ff. of the BGB) and the Customer's rights arising out of separately-issued warranties, particularly on the manufacturer's part, remain unaffected.
- (2) The basis of our defect liability is predominantly the agreement entered into concerning the qualities and the expected use of the Goods (including accessories and instructions) or performance. An "agreement about qualities" in this sense is deemed to be all product descriptions and manufacturer information which form the subject matter of the individual contract or are made public by us (particularly in catalogues or on our website) at the time of entry into the contract. Insofar as the qualities have not been agreed upon, it is to be determined pursuant to the statutory regulation whether there is a defect or not (§ 434.3, § 633.2 of the BGB). Public statements made by the manufacturer or on its behalf, particularly in advertising or on the label of the Goods prevail over statements made by other third parties in this context.
- (3) In the case of Goods with digital elements or other digital contents, we only owe the provision and where applicable an updating of the digital contents insofar as this expressly emerges from an agreement concerning qualities pursuant to paragraph 2 hereof. We bear no liability for public statements made by the manufacturer or other third parties in this respect.
- (4) In principle, we are not liable for defects in the Goods which the Customer is aware of when entering into the contract or fails to be aware of due to gross negligence when entering into contract (§ 442 of the BGB). Moreover, in the case of deliveries of Goods, the Customer's defect claims require that it have complied with its statutory inspection and reporting obligations (§ 377, § 381 of the HGB). In the case of construction materials and other Goods intended for installation or other further processing, an inspection must be carried out in every instance directly before the processing. If a defect is revealed during the delivery, the inspection or at any point later on, then we are to be notified of the same in writing without undue delay. In any case, obvious defects are to be reported in writing within 3 working days of delivery, and with regard to inspection hidden defects are to be reported in writing within the same period after discovery. If the Customer fails to carry out the proper inspection and/or to report the defect properly, our liability for the defect not reported, not reported in a timely manner or not reported properly will be excluded pursuant to the statutory provisions. In connection with Goods intended for installation, for affixing or assembly, this also applies even if the defect becomes apparent as a consequence of the breach of one of these obligations only after the corresponding processing; in such case, in particular the Customer has no claims for compensation of corresponding costs ("**Disassembly and Installation Costs**").

- (5) If the Goods delivered are defective, we can first choose whether we will effect subsequent performance through eliminating the defect (subsequent improvement) or through delivery of a flawless item (replacement delivery). If the kind of subsequent performance chosen by us is unreasonable for the Customer in the individual case, it can refuse this. Our right to refuse subsequent performance subject to the statutory prerequisites remains unaffected.
- (6) We are entitled to make the subsequent performance owed dependant on the Customer paying the remuneration due. However, the Customer is entitled to withhold a portion of the remuneration which is reasonable in proportion to the defect.
- (7) The Customer is obliged to give us the time and opportunity necessary for the subsequent performance owed, particularly to hand over the Goods complained about for checking purposes. In the case of replacement delivery, the Customer is obliged to return the defective item upon our request pursuant to the statutory provisions; the Customer has no return claim, however. Subsequent performance does not include the disassembly, removal or deinstallation of the defective item or the installation, affixation or assembly of a flawless item if we originally were not obliged to do so; the Customer's claims for compensation of corresponding costs ("**Disassembly and Installation Costs**") remain unaffected.
- (8) The expenditure necessary for the purpose of checking and subsequent performance, particularly transport costs, road costs, labour costs and materials costs as well as where applicable disassembly and installation costs are borne by/reimbursed by us in accordance with the statutory regulation and these GSC, if there is actually a defect. Otherwise we can demand that the Customer reimburse us for the costs which have arisen as a result of the unjustified defect-elimination demand, if the Customer knew or should have known that there was no actual defect.
- (9) In urgent cases, e.g. if operational safety is jeopardised or in order to prevent disproportionate damage, the Customer has the right to eliminate the defect itself and to demand that we reimburse it for the objectively-necessary expenditure in this respect. We are to be notified of such self-performance without undue delay, where possible beforehand. The self-performance right does not exist if we would have been entitled to refuse corresponding subsequent performance pursuant to the statutory provisions.
- (10) If a reasonable period to be set by the Customer for subsequent performance expires fruitlessly or can be dispensed with pursuant to the statutory provisions, the Customer can rescind the contract or reduce the remuneration pursuant to the statutory provisions. There is no rescission right in the case of an insignificant defect, however.
- (11) The Customer's claims for reimbursement of expenditure pursuant to § 445a.1 of the BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§ 478, § 474 of the BGB) or a consumer contract concerning the provision of digital products (§ 445c sentence 2, § 327.5, § 327u of the BGB). The Customer's claims for compensation or reimbursement of fruitless expenditure (§ 284 of the BGB) only exist, even in the event of defects in Goods, pursuant to § 8 and § 9 below.

§ 8 Other Liability

- (1) Insofar as nothing to the contrary arises from these GSC, including the following provisions, we are liable in the event of a breach of contractual and non-contractual obligations pursuant to the statutory provisions.
- (2) We are liable for compensation – regardless of the legal ground – in the framework of fault-based liability in the event of intentional behaviour and gross negligence. In the event of simple negligence, we are liable, subject to statutory liability limitations (e.g. care exercised in our own matters; insignificant breach of obligation), only
 - a) for damage and loss arising out of loss of life, physical injury or damage to health,
 - b) for damage and loss arising out of the breach of a key contract obligation (obligation whose fulfilment is what makes proper performance of the contract possible at all, and on whose compliance the contract partner usually relies and may rely); in such case, however, our liability is limited to compensation of the foreseeable, typically-occurring damage and loss.
- (3) The limitations of liability arising out of paragraph 2 above apply also in relation to third parties as well as in the case of breaches of obligation by people (including in their favour) whose fault is attributable to us pursuant to statutory provisions. They do not apply insofar as a defect is maliciously concealed, or a warranty has been given regarding the qualities of the Goods, or for the Customer's claims pursuant to the German Product Liability Act.
- (4) With regard to a breach of obligation which does not consist of a defect, the Customer can only rescind or terminate if the breach of obligation is attributable to us. A free termination right for the Customer (particularly pursuant to § 650, § 648 of the BGB) is hereby excluded. In addition, the statutory prerequisites and legal consequences apply.

§ 9 Time-Barring

- (1) In deviation from § 438.1 nr. 3 of the BGB, the general period of limitations for claims arising out of quality defects and defects in title in connection with goods deliveries is one year from delivery. Insofar as acceptance is agreed upon, the period of limitations starts to run upon acceptance.
- (2) If the Goods are a building or an item which has been used in accordance with their usual manner of use for a building and has caused it to be defective (construction material), the period of limitations pursuant to statutory regulation is 5 years from delivery (§ 438.1 nr. 2 of the BGB). Other statutory special regulations regarding time-barring remain unaffected (particularly § 438.1 nr. 1, § 438.3, § 444, § 445b of the BGB).

- (3) The foregoing sales-law periods of limitations also apply for the Customer's contractual and non-contractual compensation claims which are based on a defect in the Goods, unless the application of the usual statutory period of limitations (§ 195, § 199 of the BGB) would in the individual case result in a shorter period of limitations. The Customer's compensation claims pursuant to § 8.2 sentence 1 and sentence 2 (a) as well as pursuant to the German Product Liability Act become time-barred exclusively in accordance with the statutory periods of limitations.
- (4) Otherwise, the statutory periods of limitations apply.

§ 10 Choice of Law and Legal Venue

- (1) The law of the Federal Republic of Germany applies to these GSC and the contract relationship between us and the Customer, excluding the application of international uniform law, particularly the CISG.
- (2) If the Customer is a merchant in the sense of the German Commercial Code, a public-law legal entity or a public-law special fund, the exclusive – including international – legal venue for all disputes arising directly or indirectly from the contract relationship is our business headquarters in Aachen. The same correspondingly applies if the Customer is an entrepreneur in the sense of § 14 of the BGB. However, in all cases we are also entitled to file a lawsuit at the place of performance of the delivery obligation pursuant to these GSC or a prevailing individual agreement or at the Customer's general legal venue. Prevailing statutory provisions, particularly regarding exclusive jurisdiction, remain unaffected.

Aachen, November 2025