

General Terms and Conditions of Delivery and Service

HAWART Sondermaschinenbau GmbH

These General Terms and Conditions of Delivery and Service shall govern all contractual relationships relating to the sale and delivery of goods and services by HAWART Sondermaschinenbau GmbH ("HAWART") to business customers (each referred to as the "Buyer"), including all current and future commercial transactions. They form an integral part of all offers, order confirmations and contracts unless and only to the extent an individually negotiated agreement expressly provides otherwise in writing. Deviations from these terms and conditions that are expressly identified in a HAWART quotation shall prevail to the extent of such deviation. Any deviating or supplementary terms and conditions of the Buyer (including those referenced in purchase orders, portals or EDI messages) are hereby expressly rejected and shall not apply; even if HAWART does not object again in an individual case, performs the contract, delivers, accepts payment or remains silent. HAWART hereby expressly objects to any counter-confirmation by the Buyer referring to its own terms and conditions.

1 General

- 1.1 Contracts shall be formed upon HAWART's written confirmation of the Buyer's order. Oral agreements or declarations prior to or upon contract conclusion require written confirmation to be valid.
- 1.2 HAWART's obligations are limited to the scope of work expressly stated in the written order confirmation. Catalogues, brochures, illustrations or drawings, as well as technical and performance data, shall be considered non-binding unless expressly included in the contract.

2 Prices and Payment

- 2.1 Unless expressly agreed otherwise, all prices are net prices ex works (EXW Incoterms 2020), exclusive of packaging, transport, insurance, customs duties and statutory value-added tax (VAT), which shall be borne by the Buyer.
- 2.2 If, as a result of mandatory legal requirements, the Buyer is obliged to withhold or deduct taxes (e.g., withholding taxes), it shall notify HAWART at the time the order is placed and provide HAWART with a valid certificate or other proof of withholding without undue delay. In such case, the gross invoice amount shall be adjusted to ensure that HAWART receives the full amount that it would have received in the absence of such withholding.
- 2.3 Unless agreed otherwise, payments shall be made in three instalments: (i) one third upon receipt of HAWART's order confirmation, (ii) one third upon notification of readiness for dispatch and (iii) the remainder upon transfer of risk.
- 2.4 The Buyer may only exercise rights of retention or offset claims against HAWART if its counterclaims are undisputed, legally established or ready for decision in pending legal proceedings.
- 2.5 If the Buyer is in default of payment, HAWART shall be entitled to charge default interest in accordance with Section 288(2) of the German Civil Code (BGB), currently amounting to nine (9) percentage points above the base interest rate per annum. This shall apply irrespective of the country of the Buyer or place of performance, unless a higher default interest rate is contractually agreed. The assertion of further damages or default-related costs remains unaffected.
- 2.6 In addition, if the Buyer is in default with any due and not merely insignificant payment or if, after conclusion of the contract, circumstances become known which materially impair the Buyer's creditworthiness, HAWART may suspend manufacture and/or withhold further deliveries and services under this and any other current orders until all due amounts are paid or adequate security is provided (e.g., advance payment or a bank guarantee). HAWART may make further performance conditional upon such advance payment or security. If the Buyer fails to cure the default or provide adequate security within ten (10) days after written notice, HAWART may rescind the affected contract(s) in whole or in part; statutory rights (including under §§ 273, 320, 321 BGB) and HAWART's rights under Clause 5 (Reservation of Title) remain unaffected.
- 2.7 HAWART shall be entitled to assign any of its claims arising from the business relationship with the Buyer, including for financing or factoring purposes, without the Buyer's prior consent. The Buyer may only assign claims against HAWART with HAWART's prior written consent.

3 Delivery Time / Performance Period, Delay

- 3.1 Delivery or performance periods are binding only if expressly confirmed in writing by HAWART. Compliance is subject to the timely clarification of all commercial and technical matters and the timely receipt of all information, documents and obligations required from the Buyer (including advance payments). If these

conditions are not fulfilled on time, the delivery period shall be extended accordingly; this shall not apply if HAWART is responsible for the delay.

- 3.2 Compliance with the delivery period is subject to proper, complete, and timely self-supply. HAWART shall inform the Buyer of any impending delays as soon as reasonably possible.
- 3.3 The delivery deadline shall be deemed met if, by its expiry, the goods have left the pickup location named by HAWART or HAWART has notified the Buyer of their readiness for dispatch.
- 3.4 Reasonable partial deliveries shall be permissible.
- 3.5 In the event of force majeure or other unforeseeable, extraordinary events beyond HAWART's control (including but not limited to war, pandemics, labor disputes, official measures, natural disasters, transport disruptions), the delivery period shall be extended accordingly. HAWART shall notify the Buyer of the start and end of such events as soon as reasonably practicable. Official travel warnings shall constitute force majeure.
- 3.6 The Buyer may rescind the contract without notice if it becomes definitively impossible for HAWART to perform prior to transfer of risk. In the case of partial impossibility, rescission shall only be permitted if the Buyer cannot reasonably be expected to accept the partial performance. In all other cases, the Buyer shall remain obliged to pay the agreed price for the partial delivery.
- 3.7 Buyer-requested changes to scope, specifications, delivery sequence, or performance dates require HAWART's prior written change order. Prices, delivery dates, and any agreed performance metrics shall be adjusted fairly to reflect the change (including additional engineering, materials, logistics, approvals, and idle time). HAWART is not obliged to commence changed work before written agreement on scope, time and price.

4 Transfer of Risk and Acceptance

- 4.1 The risk shall pass to the Buyer once the delivery item has left the pickup location named by HAWART, even if partial deliveries are made or HAWART has agreed to provide additional services, such as transport, installation or commissioning.
- 4.2 If dispatch is delayed or does not occur due to circumstances not attributable to HAWART, the risk shall pass to the Buyer from the date of notification of readiness for dispatch. At the request and expense of the Buyer, HAWART shall take out insurance coverage as instructed by the Buyer.
- 4.3 The choice of means of transport and route of shipment shall be at HAWART's discretion. The same applies to the selection of freight forwarders or carriers.
- 4.4 The Buyer shall accept the delivery and/or performance at the place of performance without undue delay. If shipment or acceptance is delayed for reasons attributable to the Buyer, HAWART shall be entitled – commencing ten calendar days after notification of readiness for dispatch – to charge for storage costs and any other expenses incurred due to the delay. Unconditional commissioning shall be deemed acceptance.
- 4.5 HAWART determines customs tariff codes to the best of its knowledge on a non-binding basis. However, the responsibility for the correctness, verification and application of the customs tariff numbers rests solely with the exporter or importer, as determined by the applicable Incoterms.
- 4.6 Where an acceptance is agreed or required by law, acceptance shall be documented in a written protocol signed by both parties. Minor defects that do not materially impair functionality do not entitle the Buyer to refuse acceptance; they shall be recorded and remedied within a reasonable period. Unconditional commissioning or productive use shall be deemed acceptance.

5 Reservation of Title

- 5.1 Title to the delivered goods shall remain with HAWART until full payment of all claims arising from the business relationship with the Buyer has been received.
- 5.2 HAWART shall be entitled to insure the goods at the Buyer's expense against theft, breakage, fire, water damage or other risks, unless the Buyer proves that such insurance has already been taken out and that any claims arising therefrom have been assigned to HAWART as collateral.
- 5.3 The Buyer shall not pledge the goods or assign them as security without HAWART's prior written consent. In the event of seizures, confiscation, dispositions or other interventions by third parties, the Buyer shall notify HAWART immediately.
- 5.4 If the Buyer breaches the contract, especially in case of default of payment, HAWART shall be entitled to reclaim the goods after issuing a warning, and the Buyer shall be obliged to return them. The filing of an application to open insolvency proceedings entitles HAWART to withdraw from the contract and to demand the return of the goods.

- 5.5 The Buyer is entitled to resell the goods in the ordinary course of business. However, the Buyer hereby assigns to HAWART all claims arising from such resale against customers or third parties, up to the amount of the invoice value of the goods subject to retention of title. The Buyer remains entitled to collect these claims after assignment, provided it fulfills its payment obligations and is not in default. HAWART remains entitled to collect the claims itself, but undertakes not to do so as long as the Buyer properly fulfills its obligations and is not in default. Upon request, the Buyer shall disclose the assigned claims and the relevant debtors, provide necessary information, deliver associated documents and inform the debtors of the assignment. HAWART undertakes to release securities to which it is entitled if their value exceeds the secured claims by more than 20%.
- 5.6 Any processing or transformation of the goods subject to retention of title shall be deemed performed on behalf of HAWART within the meaning of Section 950 of the German Civil Code, without any obligation on the part of HAWART. If the goods are processed with other goods not owned by HAWART, HAWART shall acquire co-ownership in the new item in proportion to the value of the goods subject to retention of title to the other processed goods at the time of processing. The resulting co-owned property shall be deemed goods subject to retention of title in the sense of this Clause.

6 Warranty Claims

In the event of material defects and defects of title regarding the delivery, HAWART shall render, to the exclusion of further claims – subject to Clause 7 – warranty as follows:

Material Defects:

- 6.1 HAWART shall, at its discretion and free of charge, remedy by repair or deliver a non-defective replacement for all parts that are found to be defective as a result of circumstances existing prior to the transfer of risk. The discovery of such defects must be reported to HAWART in writing without undue delay. Section 377 of the German Commercial Code (HGB) shall apply.
- 6.2 HAWART shall only be obligated to provide subsequent performance (rectification or replacement delivery) after the Buyer has paid a reasonable portion of the purchase price, taking the defect into account.
- 6.3 The Buyer shall, after consultation with HAWART, allow sufficient time and opportunity for all rectifications and replacement deliveries deemed necessary by HAWART; otherwise, HAWART shall be released from liability for the resulting consequences. Only in urgent cases where operational safety is endangered or to prevent disproportionately large damage—and only after immediate notification to HAWART—shall the Buyer be entitled to remedy the defect or have it remedied by third parties and claim reimbursement of the necessary costs from HAWART.
- 6.4 If the complaint proves to be justified, HAWART shall bear the direct costs arising from the rectification or replacement delivery, including the cost of the replacement part and shipping. Furthermore, HAWART shall bear the costs of removal and installation, as well as the costs of any required deployment of fitters and assistants, including travel costs, unless such costs would impose a disproportionate burden on HAWART. Replaced parts become the property of HAWART.
- 6.5 In accordance with statutory provisions, the Buyer shall have the right to withdraw from the contract if HAWART, taking into account statutory exceptions, culpably allows a reasonable deadline set for the rectification or replacement to expire without result. If the defect is only minor, the Buyer shall only be entitled to a reduction of the purchase price. Any further rights to price reduction are excluded.
- 6.6 No warranty shall be assumed in particular for defects arising from:
- improper or inappropriate use, in particular use that is not in accordance with the intended purpose or misuse within the meaning of the relevant Machinery Directive (EU) 2006/42/EC or its successor regulations and the corresponding safety standards;
 - incorrect assembly or commissioning by the Buyer or third parties;
 - normal wear and tear;
 - incorrect or negligent handling;
 - improper maintenance;
 - unsuitable operating materials;
 - defective construction work or unsuitable building ground; or
 - chemical, electrochemical, or electrical influences, unless attributable to HAWART.
- 6.7 HAWART shall not be liable for any consequences resulting from improper repair work carried out by the Buyer or third parties. The same applies to modifications made to the delivery item without the prior written consent of HAWART.

Defect of Title:

- 6.8 If the delivery item infringes German industrial property rights or German copyrights, HAWART shall, at its expense, procure the Buyer the right to continue using the item or modify it in a manner acceptable to the Buyer such that the infringement no longer exists. If this is not possible under reasonable economic conditions or within a reasonable period, the Buyer shall be entitled to withdraw from the contract. Under the same conditions, HAWART shall also be entitled to withdraw from the contract.
- 6.9 HAWART shall indemnify the Buyer against any undisputed or legally established claims of the relevant rights holders, subject to Clause 7.2. These obligations shall only apply if:
- the Buyer informs HAWART without delay of any asserted claims due to infringement of intellectual property rights or copyrights;
 - the Buyer reasonably supports HAWART in defending against such claims and allows HAWART to make the required modifications under Clause 6.8;
 - HAWART retains control over all defense measures, including out-of-court settlements;
 - the defect of title is not based on an instruction given by the Buyer; and
 - the infringement of rights was not caused by the Buyer modifying the delivery item or using it in breach of contract.

7 Liability

- 7.1 If, due to HAWART's fault, the delivery item cannot be used as agreed under the contract – owing to faulty or omitted consultation before or after contract conclusion, or due to the breach of contractual ancillary duties such as operating and maintenance instructions – HAWART shall only be liable under Clauses 6 and 7.2. Any further liability is excluded.
- 7.2 HAWART shall be liable for damages – regardless of legal grounds – only:
- in cases of willful misconduct or gross negligence, including by legal representatives or vicarious agents;
 - in cases of culpable injury to life, body, or health;
 - where HAWART has fraudulently concealed a defect or guaranteed its absence;
 - for product defects resulting in personal injury or damage to privately used property under applicable product liability law;
 - in cases of breach of essential contractual obligations (cardinal duties); in such cases, liability shall be limited to foreseeable damage typical for the contract, unless caused by intent or gross negligence.

8 Limitation Period

- 8.1 All claims by the Buyer – on any legal basis – shall be time-barred 12 months after transfer of risk. For claims under Clause 7.2, statutory limitation periods shall apply. This also applies to defects in a building or in goods used in a building that caused its defectiveness.
- 8.2 If a maintenance agreement has been concluded with HAWART, the warranty period shall be extended to 24 months from the date of transfer of risk.

9 Intellectual Property

- 9.1 All intellectual property rights, know-how, data, software and documentation that exist prior to or arise in connection with the performance of the contract shall, unless expressly agreed otherwise in writing, belong exclusively to HAWART. The sale or delivery of products, software, documentation or services does not transfer any intellectual property rights.
- 9.2 Subject to full payment, HAWART grants the Buyer a non-exclusive, non-transferable, non-sublicensable license to use the delivered products and accompanying documentation solely for the Buyer's internal operation, maintenance and repair of the delivered products. The Buyer may make copies of documentation only as technically necessary for that permitted use.
- 9.3 Any further use – especially reproduction, disclosure to third parties, modification, reverse-engineering or decompilation – is prohibited, except to the limited extent mandatorily permitted by applicable law; in such case, the Buyer shall notify HAWART in advance in writing, stating the legal basis and scope.
- 9.4 The Buyer shall protect HAWART materials against unauthorized access or disclosure and provide access only on a strict need-to-know basis. Proprietary notices must be retained. Upon HAWART's request or upon termination/completion, the Buyer shall return or securely destroy such materials (the Buyer may retain one archival copy where required by law or internal audit policies).
- 9.5 All rights not expressly granted are reserved by HAWART. In particular, no rights are granted to manufacture spare parts or compatible products, create derivatives or otherwise exploit HAWART IP without HAWART's prior written consent.

9.6 Software and firmware are licensed, not sold. Unless expressly agreed, HAWART has no obligation to provide source code, updates or upgrades. Maintenance, updates and remote support, if any, are subject to a separate agreement.

10 Buyer Obligations for On-Site Services

- 10.1 Where services are performed at the Buyer's premises or other agreed site (including internationally), the Buyer shall, at its own cost and risk, provide all necessary support, infrastructure and ancillary services to enable HAWART's personnel to commence and complete their work without undue delay. This includes, but is not limited to, energy supply, lifting/hoisting equipment, appropriate structural access, installation space, production/test materials, auxiliary personnel, storage space and safety devices.
- 10.2 The Buyer shall ensure that all applicable safety and regulatory requirements are met at the site, inform HAWART's personnel of any site-specific hazards or local regulations, grant unhindered access for HAWART personnel and maintain appropriate insurance or cover for site persons, equipment and third-party risks as requested by HAWART.
- 10.3 The Buyer shall appoint a technical liaison who shall be present during service works and countersign working time sheets. If the Buyer does not object in writing to such sheets within two working days, they shall be deemed accepted.
- 10.4 If HAWART's service personnel cannot commence or complete the agreed services due to circumstances caused by the Buyer – such as missing test materials, incomplete site readiness, unavailable required personnel or approvals or lack of safety clearance – the Buyer shall reimburse all incurred travel, waiting, diagnostic and redeployment costs at HAWART's standard service rates.
- 10.5 Spare parts, consumables, tools or other materials required for the services and not included in the original service scope shall be procured or approved by the Buyer in advance. Delay or omission by the Buyer in this regard shall entitle HAWART to charge waiting-time or idle-time fees.
- 10.6 Services performed outside the agreed scope (for example, due to extraordinary travel, night work, local duties/import charges, visa/travel time escalation) shall be deemed additional work and shall be invoiced separately at HAWART's standard extra-service conditions.
- 10.7 HAWART warrants the workmanship of its on-site services (excluding wear parts and consumables) for three (3) months from completion. The Buyer's exclusive remedy is re-performance within a reasonable time; further claims are subject to Clause 7.

11 Export Control and Sanctions Compliance

- 11.1 The Buyer shall comply with all applicable export control, customs, and foreign trade regulations, in particular those of the Federal Republic of Germany, the European Union (including Council Regulation (EU) No 833/2014), the United States of America, and any other applicable jurisdictions.
- 11.2 The Buyer shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise supply any goods, software or technology delivered under this Agreement:
- to the Russian Federation or for use in the Russian Federation, where such goods fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, or
 - to any person, entity or country subject to export restrictions, embargoes or sanctions under the aforementioned regulations, without obtaining all necessary authorizations from the competent authorities.
- 11.3 The Buyer shall implement and maintain adequate compliance procedures, screening systems, and internal controls to ensure compliance with this Clause 11 and to detect and prevent any unlawful or unauthorized onward transfer or use by third parties, including downstream resellers.
- 11.4 The Buyer shall use its best efforts to prevent circumvention of this Clause by third parties. This includes contractual restrictions, audits where feasible, and immediate written notice to HAWART of any suspected or actual breach.
- 11.5 Any breach of Clause 11 shall constitute a material breach of contract. HAWART shall be entitled to terminate the contract in whole or in part with immediate effect and to claim a contractual penalty equal to 50% of the total contract value or of the value of the goods subject to the breach – whichever is higher – without prejudice to any further claims for damages.
- 11.6 Upon request, the Buyer shall provide HAWART with information and documentation reasonably required to demonstrate compliance with this Clause 11, within two weeks of such request.

12 Termination, Confidentiality and Data Protection

- 12.1 HAWART may terminate the contract with immediate effect if the Buyer materially breaches its obligations, including infringement of Clause 9 (Intellectual Property) or Clause 11 (Export Control and Sanctions Compliance), or if insolvency proceedings are opened against the Buyer's assets.
- 12.2 Each party shall keep the other party's non-public technical, commercial and contractual information ("**Confidential Information**") strictly confidential, use it solely to perform the contract, and disclose it only to personnel / affiliates / subcontractors on a need-to-know basis bound by confidentiality. The foregoing does not apply to information that is public without breach, lawfully obtained from a third party, or independently developed without reference. Upon request or contract end, Confidential Information shall be returned or securely destroyed, except for one archival copy kept for legal compliance.
- 12.3 HAWART may process the Buyer's contact-person data (name, role, business contact details, communication content) for contract performance, service quality and compliance purposes, in each case in accordance with applicable data-protection law. The Buyer shall inform its personnel accordingly and ensure a lawful transfer of such data to HAWART.

13 Applicable Law, Jurisdiction and Severability

- 13.1 German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 13.2 If the Buyer is a merchant, public legal entity, or special public fund, exclusive jurisdiction shall lie with the competent court at HAWART's registered office. HAWART may alternatively bring suit at the Buyer's principal place of business.
- 13.3 Should any individual provisions of a contract, of which these General Terms and Conditions of Delivery and Service form part of, be or become invalid, the validity of the remaining provisions of the contract shall not be affected thereby.

Ganderkesee, as of: 11/2025