

General Terms and Conditions of Sale

of ASP Automation GmbH

Art. 1 Scope, form

(1) These General Terms and Conditions of Sale (GTCS) shall apply to all our business relationships with our customers ("Buyer"). The GTCS shall only apply if the Buyer is a trader (section 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

(2) The GTCS shall apply in particular to contracts for the sale and/or supply of movable goods ("Goods"), regardless of whether we manufacture the Goods ourselves or purchase them from suppliers (sections 433, 650 German Civil Code (BGB)). Unless otherwise agreed, the GTCS as amended at the time of the Buyer's purchase order or, as applicable, with the wording last communicated to the Buyer in text form shall also apply as a framework contract for equivalent future contracts without an obligation on our part to refer to them again in each individual case.

(3) Our GTCS shall apply exclusively. Any different, conflicting or supplementary General Terms and Conditions of the Buyer shall only become an integral part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent applies in any event, for example, even if the Buyer refers to its own GTC as part of the order and we do not expressly object to this.

(4) Individual agreements (e.g. framework supply contract, quality assurance agreements) and specifications in our acknowledgement of the order shall have priority over the GTCS. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) as amended at the time of conclusion of the contract.

(5) Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting of time-limits, notification of defects, termination or reduction of the purchase price) must be made in writing. **Written form within the meaning of these GTCS includes written and text form (e.g. letter, email, fax).** Legal formal requirements and further proof, in particular in the event of doubts about the legitimacy of the declarant, shall remain unaffected.

(6) References to the applicability of statutory provisions shall only have a clarifying meaning. Even without such clarification, the statutory provisions therefore apply unless they are directly amended or expressly excluded in these GTCS.

Art. 2 Conclusion of the contract

(1) Our offers are subject to change and non-binding. This shall also apply if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, cost estimates, calculations, references

to DIN standards), other product descriptions or documents – also in electronic form – to which we reserve property rights and copyrights.

(2) An order for Goods by the Buyer is deemed a binding offer of contract. Unless otherwise stated in the order, we are entitled to accept this offer of contract within 2 weeks of its receipt by us.

(3) Acceptance can be declared either in writing (e.g. by an acknowledgement of order) or by delivery of the Goods to the Buyer.

Art. 3 Delivery time and delay in delivery

(1) The delivery time is agreed individually or stated by us upon acceptance of the order. If this is not the case, a delivery period appropriate to the size and scope of the project shall be agreed.

(2) If we are unable to meet any binding delivery time for reasons for which we are not responsible, cannot comply with (non-availability of the service), we will inform the Buyer thereof without delay and will simultaneously inform the Buyer of the expected new delivery time. If the service is still not available within the new delivery period, we are entitled to terminate the contract in whole or in part; we shall immediately refund any consideration already paid by the Buyer. Non-availability of the service applies, for example, in the event of late delivery by our supplier to us, if we have concluded a matching covering transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obliged to procure in the individual case.

(3) The occurrence of a delay in delivery on our part is determined in accordance with the statutory provisions. In any event, however, a reminder by the Buyer is required.

(4) The Buyer's rights pursuant to Art. 8 of these GTCS and our statutory rights, particularly in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

Art. 4 Delivery, transfer of risk, acceptance, default of acceptance

(1) Delivery shall be ex works, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Buyer, the Goods are shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular, the transport company, shipping route, packaging) ourselves.

(2) The risk of accidental loss and accidental deterioration of the Goods shall pass to the Buyer at the latest upon delivery. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the Goods as well as the risk of any delay shall pass to the Buyer upon delivery of the Goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If an acceptance inspection has been

agreed, this shall be relevant for the transfer of risks. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of an agreed acceptance inspection. Delivery or acceptance is deemed equivalent if the Buyer is in default of acceptance.

(3) If the Buyer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible, we are entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we charge a fixed compensation of EUR 5.00 per square meter of storage space and week, starting with the delivery time or – in the absence of a delivery time – with the notification that the Goods are ready for dispatch.

The right to prove a higher loss and our statutory claims (in particular, compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the fixed amount shall be offset against further monetary claims. The Buyer will remain entitled to prove that we have not incurred any loss at all, or that the loss incurred by us is significantly lower than the aforesaid fixed amount.

Art. 5 Prices and terms of payment

(1) Unless otherwise agreed in the individual case, our prices as applicable at the time of conclusion of the contract shall apply, ex works, plus statutory value added tax.

(2) In the case of sale by delivery to a place other than the place of performance (Art. 4 (1)), the Buyer shall bear the transport costs ex works and the costs of any transport insurance requested by the Buyer, if applicable. Any customs duties, fees, taxes and other public charges shall be paid by the Buyer.

(3) The purchase price shall be due and payable within 14 days of invoicing and delivery or, as applicable, acceptance of the Goods. However, we are entitled at any time, also as part of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall state such a proviso no later than upon acknowledgement of the order.

(4) Upon expiry of the above time for payment, the Buyer shall be in default. During the period of default, interest is charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default. Towards merchants, our claim for the commercial interest charged after the payment's due date (section 353 German Commercial Code (HGB)) shall remain unaffected.

(5) The Buyer is only entitled to set-off or retention to the extent that its claim has been established to be final and non-appealable or is undisputed. In the event of any defects in the delivery, the Buyer's reciprocal rights shall remain unaffected, in particular under Art. 7 (5) sentence 2 of these GTCS.

(6) If it becomes apparent after the conclusion of the contract (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardised by the Buyer's inability to pay, we are entitled to refuse performance in accordance with the statutory provisions and - after setting a deadline, if appropriate - to terminate the contract (section 321 Civil Code (BGB)). In the case of contracts for the manufacture of non-

fungible items (customised products), we may declare termination immediately; the statutory regulations on the dispensability of setting a deadline remain unaffected.

Art. 6 Retention of title

(1) We retain title to the Goods sold until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

(2) The Goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. seizures) gain access to the Goods belonging to us.

(3) In the event of any conduct by the Buyer in breach of contract, in particular, if the Buyer fails to pay the purchase price due, we are entitled to terminate the contract in accordance with the statutory provisions or/and to demand that the Goods be returned on the basis of the retention of title. The demand for return shall not at the same time include the declaration of termination; rather, we are entitled to demand only the return of the Goods and to reserve the right of termination. If the Buyer does not pay the purchase price due, we may only assert these rights if we have previously set the Buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable pursuant to the statutory provisions.

(4) Until revoked in accordance with (c) below, the Buyer is authorised to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a) The retention of title extends to the products resulting from any processing, mixing or combining of our Goods at their full value, with us being deemed to be the manufacturer. If, in the event of processing, mixing or combining with Goods of third parties, their right of ownership is maintained, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined Goods. In all other respects, the same applies to the resulting product as to the Goods delivered under retention of title.

(b) The Buyer hereby assigns to us as security the claims against third parties arising from the resale of the Goods or the product in total or, as applicable, in the amount of our potential co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the Buyer referred to in paragraph 2 shall also apply with regard to the assigned claims.

(c) In addition to ourselves, the Buyer also remains authorised to collect the claim. We undertake not to collect the claim as long as the Buyer meets its payment obligations towards us, does not lack the ability to pay and we do not assert the retention of title by exercising a right pursuant to para. 3. If this is the case, however, we may demand that the Buyer informs us of the assigned claims and their debtors, provides all information required for collection, hands over any relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we are entitled to revoke the Buyer's right to further sell and process the Goods subject to retention of title.

(d) If the realisable value of the security exceeds our claims by more than 10%, we shall release security of our choice at the Buyer's request.

Art. 7 Claims for defects of the Buyer

(1) The statutory provisions shall apply to the rights of the Buyer in the event of defects of quality and defects of title (including wrong and short delivery as well as improper assembly/installation or incorrect instructions), unless otherwise stipulated below. In all cases, the statutory provisions on the sale of consumer goods (sections 474 et seq Civil Code (BGB)) and the rights of the Buyer arising from any warranty given separately, in particular on the part of the manufacturer, shall remain unaffected.

(2) The basis of our liability for defects is primarily the agreement made on the condition and the presumed use of the Goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which have been publicly stated by us (in particular in catalogues or on our website) at the time of the conclusion of the contract are deemed to be an agreement on condition within this meaning. If such condition has not been agreed, it must be assessed pursuant to the statutory provision whether a defect exists or not (section 434 (3) Civil Code (BGB)). Any public statements made by the manufacturer or on its behalf, in particular in advertising or on the labels of the Goods, take priority over statements made by other third parties.

(3) As a matter of principle, we shall not be liable for defects of which the Buyer is aware at the time of conclusion of the contract or is not aware due to gross negligence (section 442 Civil Code (BGB)). Furthermore, the Buyer's claims for defects are subject to the Buyer having complied with its statutory duties of inspection and notification (sections 377, 381 German Commercial Code (HGB)). In the case of building materials and other goods intended for installation or other further processing, an inspection must be carried out immediately before processing in any event. If a defect becomes apparent upon delivery, inspection or at any later time, we must be notified thereof in writing without delay. In any case, apparent defects must be notified to us in writing within 7 working days of delivery, and defects which are not apparent on inspection must be notified to us within the same period of time from discovery. If the Buyer fails to carry out the proper inspection and/or give notice of defects, our liability for the defect not reported or not reported in time or not reported properly is excluded in accordance with the statutory provisions. In the case of Goods intended for installation, affixing or assembly, this shall also apply if the defect only became apparent after processing for this purpose as a result of the breach of any of these obligations; in this case in particular, the Buyer shall not be entitled to reimbursement of the related costs ("removal and installation costs").

(4) If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). If the type of subsequent performance chosen by us is unreasonable for the Buyer in the individual case, they may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

(5) We are entitled to make the subsequent performance owed conditional on the Buyer paying the

purchase price due. However, the Buyer is entitled to retain a part of the purchase price which is appropriate in relation to the defect.

(6) The Buyer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the Goods which are the subject of the objections for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item to us at our request in accordance with the statutory provisions; however, the Buyer shall not have a claim for return. Subsequent performance shall not include the dismantling, removal or disassembly of the defective item nor the installation, affixing or assembly of a defect-free item if we were not originally obliged to perform these activities; claims of the Buyer for reimbursement of related costs ("dismantling and installation costs") shall remain unaffected.

(7) We pay or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these GTCS if a defect actually exists. Otherwise, we may demand reimbursement from the Buyer of the costs arising from the unjustified request to remedy the defect if the Buyer knew or could have known that there was actually no defect.

(8) In urgent cases, e.g. if operational safety is endangered or to prevent disproportionate damage, the Buyer is entitled to remedy the defect itself and to demand reimbursement from us of the expenses objectively required therefor. We must be informed without delay of any such performance by the Buyer itself, if possible, in advance. The right of self-performance does not apply if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

(9) If a reasonable period to be set by the Buyer for subsequent performance has expired unsuccessfully or is dispensable under the statutory provisions, the Buyer may terminate the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of a minor defect, however, there is no right of termination.

(10) Claims of the Buyer for reimbursement of expenses pursuant to section 445a (1) Civil Code (BGB) are excluded, unless the last contract in the supply chain is a consumer purchase (sections 478, 474 Civil Code (BGB)) or a consumer contract on the supply of digital products (sections 445c sentence 2, 327 (5), 327u Civil Code (BGB)). Claims of the Buyer for damages or reimbursement of futile expenses (section 284 Civil Code (BGB)) shall also exist in the event of defects of the Goods only in accordance with the following Art. 8 and 9.

(11) If we are not obliged to take back Goods, they will only be taken back as a gesture of goodwill with the consent of our sales team and under no circumstances free of charge.

Art. 8 Other liability

(1) Except as otherwise stipulated in these GTCS including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual

obligations.

(2) We shall be liable for damages – regardless of the legal grounds – within the scope of liability based on fault in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs; minor breach of duty), in the following cases,

a) for damage resulting from injury to life, body or health,

b) for damage resulting from the breach of an essential contractual obligation (obligation without whose fulfilment the proper performance of the contract would not be possible and on the observance of which the contracting party normally relies and may rely); in this case, however, our liability is limited to the compensation of the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from para. 2 shall also apply to third parties as well as to breaches of duty by persons (also in their favour) for whose fault we are responsible in accordance with statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee for the condition of the Goods has been assumed and for claims of the Buyer under the German Product Liability Act (Produkthaftungsgesetz).

(4) Due to a breach of duty which does not constitute a defect, the Buyer may only withdraw or terminate if we are responsible for the breach of duty. A free right of termination of the Buyer (in particular pursuant to sections 650, 648 Civil Code (BGB)) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

Art. 9 Limitation

(1) Notwithstanding Section 438 (1) no. 3 Civil Code (BGB), the general limitation period for claims arising from defects of quality and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) If the Goods consist in a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provision (section 438 (1) no. 2 Civil Code (BGB)). Other statutory provisions on the limitation period (in particular section 438 (1) no. 1, (3), sections 444, 445b Civil Code (BGB)) shall also remain unaffected.

(3) The above limitation periods of the law on sales also apply to contractual and non-contractual claims for damages made by the Buyer based on any defect of the Goods, unless the application of the regular statutory limitation period (sections 195, 199 Civil Code (BGB)) would lead to a shorter limitation period in individual cases. Claims for damages by the Buyer under Art. 8 (2) sentence 1 and sentence 2 (a) as well as under the German Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

Art. 10 Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany shall apply to these GTCS and the contractual relationship between us and the Buyer to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Buyer is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the place of our registered office in Treuchtlingen. The same shall apply if the Buyer is a trader within the meaning of section 14 Civil Code (BGB). However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTCS or any individually agreed terms which take priority or at the general place of jurisdiction of the Buyer. Any overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

As at: 08/2025