GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC)

Zentner Systems GmbH

Version: October 2026

I. Scope of Application

1. These General Terms and Conditions apply to all contracts entered into by Zentner Systems GmbH, hereinafter referred to as the “Supplier”, with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law, hereinafter referred to as the “Customer”.

2. These GTC apply in particular to the supply and manufacture of machinery, equipment, special-purpose machinery, automation solutions and accessories, as well as related planning, design, installation, commissioning, maintenance, repair and other services.

3. These GTC apply exclusively. Any conflicting or deviating terms and conditions of the Customer shall become part of the contract only if the Supplier has expressly agreed to their application in text form. This shall also apply if the Supplier performs its services without reservation while being aware of the Customer’s conflicting terms and conditions.

4. Individual agreements between the contracting parties, in particular specifications in quotations, order confirmations, technical specifications and separate agreements, shall take precedence over these GTC.

5. These GTC shall also apply to future transactions with the same Customer, insofar as such transactions are of a similar nature.

II. Quotations and Conclusion of Contract

1. Quotations issued by the Supplier are non-binding unless expressly designated as binding. A contract shall be concluded only upon the Supplier’s order confirmation in text form or through the actual performance of the order.

2. The scope of the services owed shall be determined primarily by the order confirmation and the technical documents expressly incorporated therein. Statements in brochures, catalogues, presentations, on the website or in other advertising materials shall not constitute binding agreements on quality unless expressly incorporated into the contract.

3. Technical modifications are reserved, provided that they are reasonable for the Customer and do not impair the agreed functionality, safety or essential performance characteristics.

4. Before concluding the contract, the Customer shall verify whether the machinery or equipment offered is suitable for its specific intended purpose. Special requirements, interfaces, environmental conditions and production parameters must be communicated to the Supplier fully and in good time.

5. Information concerning performance, cycle times, throughput, energy consumption, process duration or economic efficiency shall be binding if expressly specified as guaranteed or contractually agreed characteristics in the order confirmation or a separate agreement. Otherwise, such information is based on the operating conditions assumed in each case.

III. Prices and Payment Terms

1. All prices are net prices, plus statutory value-added tax (VAT) at the applicable rate. Unless expressly agreed otherwise, prices are quoted ex works or from the place of dispatch and exclude packaging, transport, insurance, customs duties, import charges, installation and commissioning.

2. Invoices shall be payable without deduction within 14 calendar days of the invoice date, unless a different payment arrangement has been agreed.

3. For larger machinery and equipment projects, the Supplier is entitled to request reasonable advance or progress payments in accordance with the agreed payment schedule. Unless otherwise specified in the quotation, the following schedule may be agreed, for example:

- 40% upon placement of the order;
- 50% upon notification that the goods are ready for dispatch;
- 10% upon acceptance or, where acceptance has not been agreed, upon delivery and performance of the contractual services in accordance with the contract.

Any alternative payment schedule shall be specified individually in the quotation or order confirmation.

4. In the event of payment default, the statutory provisions shall apply. In particular, the Supplier shall be entitled to claim default interest and any further damages available under applicable law.

5. If there are reasonable grounds to doubt the Customer’s ability to pay, in particular in the event of substantial payment arrears or an application to open insolvency proceedings, the Supplier may, subject to applicable statutory provisions, make outstanding performance conditional upon advance payment or the provision of security.

6. The Customer may set off claims only against undisputed claims or claims established by a final court judgment. This restriction shall not apply where the counterclaim is reciprocally linked to the principal claim or where mandatory law permits set-off. Rights of retention may be exercised only to the extent permitted by law.

IV. Delivery, Delivery Times and Force Majeure

1. Delivery dates and periods shall be binding only if expressly agreed as binding. Delivery periods shall commence only once all commercial and technical matters required for performance have been clarified and the Customer has fulfilled its agreed cooperation obligations. Any agreed advance payments must also have been received.

2. The Supplier is entitled to make partial deliveries, provided that these are reasonable for the Customer and do not materially impair the contractual use of the goods.

3. Delays caused by force majeure or other unforeseeable events beyond the Supplier’s control shall extend the delivery period by the duration of the impediment plus a reasonable start-up period. Such events may include, in particular, natural disasters, war, official measures, epidemics, significant disruptions to energy supplies, industrial disputes and substantial disruptions affecting suppliers, provided that the Supplier is not responsible for them.

4. The Supplier shall inform the Customer of significant delays and their expected duration. If the impediment continues for more than three months, the parties shall discuss an appropriate solution. Statutory rights of withdrawal shall remain unaffected.

5. Claims for damages arising from delivery delays shall be governed by Section XI of these GTC.

V. Dispatch, Transfer of Risk and Exports

1. Unless expressly agreed otherwise, delivery shall be made ex works or from the place of dispatch.

2. In the case of shipment, the risk of accidental loss or accidental deterioration of the goods shall pass to the Customer when the goods are handed over to the carrier, freight forwarder or other person designated to carry out

the shipment. This shall also apply where carriage is paid by the Supplier. Where acceptance has been agreed, the statutory provisions governing the transfer of risk upon acceptance shall apply.

3. The Supplier shall arrange transport insurance only if expressly agreed. The costs shall be borne by the Customer unless otherwise agreed.

4. For international deliveries, the delivery terms specified in the relevant quotation or order confirmation shall apply, in particular any agreed Incoterms in the expressly specified version. In the absence of such an agreement, the provisions of these GTC shall apply.

5. The Customer shall be responsible for complying with import, customs, licensing and other import requirements applicable on its side, unless expressly agreed otherwise.

VI. Installation, Setup and Commissioning

1. Installation, setup, training and commissioning shall be included only if expressly agreed.

2. The Customer shall provide, in good time and at its own expense, all necessary prerequisites. These include, in particular:

- suitable and accessible installation areas and any required foundations;
- the necessary electrical power, compressed air, water, exhaust air and other utility connections;
- appropriate structural and safety conditions;
- the necessary lifting equipment, transport routes and access facilities;
- required permits and the designation of a responsible contact person.

3. The Customer shall bear additional costs caused by delays or insufficient cooperation for which the Customer is responsible.

4. The Customer shall ensure that installation and commissioning can be carried out under safe working conditions. Applicable statutory safety and occupational health requirements shall remain unaffected.

5. The Supplier is entitled to suspend work if significant safety risks or conditions that do not comply with contractual requirements are identified. The Customer shall bear any resulting additional costs for which it is responsible.

VII. Acceptance

1. Where acceptance of the agreed services is required, the Supplier shall notify the Customer when the services are ready for acceptance.

2. The Customer shall inspect and accept the services within ten working days of notification of readiness for acceptance, provided that no material defects exist and no different period has been agreed.

3. An acceptance report should be prepared in writing or electronically. Minor defects identified in the report shall not prevent acceptance and shall be remedied within a reasonable period.

4. The Customer may refuse acceptance due to material defects in accordance with applicable law. The Customer shall specify the reasons for refusal in sufficient detail.

5. Mere commissioning, use or payment shall not automatically constitute acceptance. Statutory provisions governing acceptance and its legal consequences shall remain unaffected.

VIII. Retention of Title

1. The Supplier retains title to all delivered goods until all claims arising from the relevant delivery contract have been paid in full.

2. In the case of an ongoing business relationship, the Supplier retains title to the delivered goods until all claims arising from the business relationship have been paid in full, insofar as such extended retention of title can be validly agreed under applicable law.

3. The Customer shall handle the goods subject to retention of title with due care and shall inform the Supplier immediately of any seizure, damage or other third-party interference.

4. Resale or processing of goods subject to retention of title shall be permitted only in the ordinary course of business. To the extent permitted by law and validly agreed, the Customer hereby assigns to the Supplier any claims arising from resale, up to the invoice value of the goods subject to retention of title. The Supplier accepts this assignment.

5. In the event of a breach of contract by the Customer, particularly payment default, the Supplier may exercise its rights arising from retention of title in accordance with applicable law. A demand for the return of goods shall not, in itself, constitute withdrawal from the contract.

IX. Quality, Defect Claims and Subsequent Performance

1. The quality of the delivered goods shall be determined primarily by the technical specifications, drawings, performance descriptions and other contractual documents expressly agreed between the parties.

2. Upon delivery, the Customer shall inspect the goods within the scope of ordinary business operations and notify the Supplier in text form without undue delay of any apparent defects. Latent defects shall be reported without undue delay after discovery. Section 377 of the German Commercial Code (HGB) shall apply where its requirements are met.

3. In the event of a justified defect, the Supplier shall provide subsequent performance by remedying the defect or supplying defect-free goods, at the Supplier’s discretion, insofar as permitted by applicable law. The Customer’s statutory rights, including rights concerning the choice of the type of subsequent performance, shall remain unaffected to the extent that they cannot validly be excluded.

4. The Customer shall provide the Supplier with the time and opportunity reasonably necessary to inspect the defect and carry out subsequent performance. This includes, in particular, access to the affected machinery or equipment and the provision of relevant information, error logs and operating data, insofar as reasonable and legally permissible.

5. The Supplier shall bear the costs of subsequent performance that it is required to bear by law. Additional costs resulting from the goods having been moved to a location other than the agreed place of delivery may be charged to the Customer only to the extent that such additional costs are not attributable to the Supplier and may legally be allocated to the Customer.

6. Claims for defects shall not apply to damage or malfunctions demonstrably attributable, in particular, to:

- improper operation or use contrary to the operating instructions;
- use for purposes other than those intended;
- unsuitable operating materials, cleaning agents, chemicals or process media;
- failure to observe maintenance, cleaning or care instructions;
- unsuitable environmental conditions or utility connections that do not comply with the agreed specifications;
- normal wear and tear;

- modifications or repairs carried out by the Customer or third parties, insofar as they caused the defect;
- operation outside expressly agreed technical limits.

The Customer's statutory rights shall remain unaffected where the relevant circumstance did not cause the defect.

7. For machinery and equipment operated using chemicals, cleaning agents or other process media, the Customer shall comply with the agreed material compatibility requirements, concentrations, temperatures, exposure times and other operating parameters. The Customer shall assess the suitability of any changes to process media or operating conditions in advance and consult the Supplier where necessary for contractual functionality or safety.

8. For new movable goods supplied in business-to-business transactions, the limitation period for claims based on defects shall be twelve months from the statutory commencement of the limitation period, insofar as such a reduction is legally permissible in the specific contract. This shall not apply to claims arising from injury to life, body or health; intentional or grossly negligent breaches of duty; fraudulent concealment of a defect; expressly assumed guarantees; or other cases in which mandatory law requires an exception. Statutory special provisions, particularly those concerning certain buildings or goods used for buildings, shall remain unaffected.

9. This provision does not establish any additional guarantee. A guarantee shall exist only where the Supplier expressly identifies it as a guarantee in a separate agreement in text form and specifies its content and scope.

10. The foregoing provisions shall not apply insofar as mandatory statutory provisions provide otherwise.

X. Maintenance, Wear and Tear, and Spare Parts

1. The Customer shall operate, clean and maintain the delivered machinery and equipment in accordance with the operating instructions and agreed maintenance intervals.

2. Wear parts and consumables are subject to wear depending on operating conditions and use. These include, in particular, seals, filters, hoses, pump components, nozzles, moving mechanical components and other parts whose service life depends on operating conditions and intensity of use.

3. No particular level of wear, spare-parts requirement or service life shall be owed unless expressly agreed.

4. The Supplier recommends that maintenance and repairs be carried out by qualified personnel in accordance with the technical specifications. Claims for defects shall be excluded due to work performed by third parties only insofar as such work or the parts used caused the defect in question.

5. Maintenance, inspection and service work shall not form part of the delivery scope unless expressly agreed.

XI. Liability

1. The Supplier shall be liable without limitation in cases of intent and gross negligence, for culpable injury to life, body or health, and in all cases in which liability is mandatory under applicable law.

2. In the event of a slightly negligent breach of a material contractual obligation, the Supplier's liability shall be limited to the foreseeable damage typical for the contract at the time of conclusion. Material contractual obligations are obligations whose fulfilment is essential to the proper performance of the contract and on whose fulfilment the Customer may regularly rely.

3. In all other cases, liability for damage caused by slight negligence shall be excluded to the extent legally permissible.

4. The foregoing limitations of liability shall also apply for the benefit of the Supplier's legal representatives, employees and vicarious agents.

5. Liability under the German Product Liability Act, for expressly assumed guarantees and under other mandatory statutory provisions shall remain unaffected.

6. In cases of slight negligence, liability for loss of profit, production losses, business interruption or indirect damage shall arise only within the limits set out in paragraph 2 and only insofar as the relevant damage was typical for the contract and foreseeable at the time of conclusion. Mandatory statutory liability shall remain unaffected.

XII. Technical Documentation, Software and Intellectual Property Rights

1. The Supplier reserves all copyrights, usage rights and other intellectual property rights, insofar as they exist, in quotations, drawings, design documentation, calculations, plans, software, source code and other technical documentation.

2. The Customer may use the documentation provided solely for the purpose contractually intended. Disclosure to third parties, reproduction or other use shall require the Supplier's prior consent, insofar as mandatory statutory rights do not provide otherwise.

3. For software supplied with the goods, the Customer shall receive, unless otherwise agreed, a non-exclusive right to use the software to the extent necessary for the intended operation of the delivered machinery or equipment. Rights relating to third-party software shall additionally be governed by the applicable licence terms.

4. The Supplier shall not be obliged to provide source code, design data or editable development documentation unless expressly agreed.

5. Where drawings, data, software or other documentation supplied by the Customer are used, the Customer shall ensure that their contractual use does not infringe third-party rights. The Customer shall be liable for culpable infringements and resulting claims in accordance with applicable law.

XIII. Withdrawal and Termination

1. Withdrawal from and termination of the contract shall be governed by statutory provisions and any expressly agreed contractual terms.

2. If the Customer cancels an order or prevents its performance for reasons not attributable to the Supplier, the Supplier's statutory claims shall remain unaffected. Services already performed and demonstrable expenses that can no longer reasonably be avoided shall be accounted for in accordance with applicable law.

3. For continuing obligations, particularly maintenance and service contracts, the separately agreed term and termination provisions shall apply. The right to terminate for good cause shall remain unaffected.

XIV. Data Protection and Confidentiality

1. The parties shall comply with the applicable data protection laws and regulations.

2. Both parties shall treat the other party's confidential technical, commercial and operational information as confidential and shall use such information solely for the performance of the contract, unless disclosure is required by law or otherwise legally permissible.

3. The confidentiality obligation shall not apply to information that is demonstrably publicly available, was already lawfully known to the receiving party, or was received from an authorised third party without a confidentiality obligation.

XV. Governing Law and Jurisdiction

1. The laws of the Federal Republic of Germany shall apply, excluding conflict-of-law rules, insofar as such exclusion is legally permissible.

2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded, insofar as such exclusion can be validly agreed in the relevant contractual relationship.

3. If the Customer is a merchant, a legal entity under public law or a special fund under public law, the registered office of the Supplier shall, to the extent legally permissible, be the place of jurisdiction for all disputes arising out of or in connection with the contractual relationship. The Supplier shall nevertheless remain entitled to bring proceedings against the Customer at the Customer's general place of jurisdiction.

4. Mandatory statutory provisions, particularly those concerning exclusive places of jurisdiction and mandatory protective rules, shall remain unaffected.

XVI. Final Provisions

1. Amendments and supplements to the contract should be agreed in text form. Individual agreements shall remain effective even if this form is not observed, insofar as permitted by law.

2. If any provision of these GTC is or becomes wholly or partially invalid, the remaining provisions shall remain effective. The statutory provisions shall replace the invalid provision. No reduction of an invalid standard term to the extent necessary to preserve its validity is agreed.

3. The German version of these GTC shall be authoritative. Translations are provided for information purposes only, unless another language version is expressly agreed to be binding.

Zentner Systems GmbH

Germany

NOTICE REGARDING THE ENGLISH VERSION

The English version of these General Terms and Conditions is provided for convenience and information purposes only. In the event of any discrepancy or inconsistency, the German version shall prevail, unless expressly agreed otherwise in writing.