

General Terms and Conditions

These general terms and conditions of sale apply exclusively to national and international business transactions with companies, legal entities under public law, and special funds under public law.

1. Scope

- 1.1 These General Terms and Conditions of Sale (hereinafter referred to as "Terms and Conditions of Sale") apply to all deliveries made by Sensor-Technik Wiedemann (hereinafter referred to as "STW") to the customer, even if they are not expressly mentioned in subsequent contracts.
- 1.2 Any terms and conditions of the customer that conflict with, supplement or deviate from these Terms and Conditions of Sale shall not become part of the contract unless STW has expressly agreed to their validity in writing. These Terms and Conditions of Sale shall also apply if STW carries out a delivery to the customer without reservation in the knowledge of the customer's conflicting or deviating terms and conditions.
- 1.3 Additional or deviating agreements to these Terms and Conditions of Sale made between STW and the Customer for the execution of a contract must be set out in writing in the contract.
- 1.4 Rights to which STW is entitled under statutory provisions beyond these Terms and Conditions of Sale remain unaffected.

2. Conclusion

- 2.1 Offers and cost estimates from STW are subject to change and non-binding unless they are expressly designated as binding offers.
- 2.2 Illustrations, drawings, weight and measurement specifications, and other descriptions of the delivery or service contained in the documents belonging to the offer are only approximate unless they are expressly designated as binding in writing or electronically. They do not constitute an agreement or guarantee of the corresponding quality of the delivery or service. In the event that the required quality of the delivery or service has been bindingly agreed with the customer, STW shall be entitled to make changes if these are due to mandatory legal regulations and are reasonable for the customer. STW reserves the right to make changes to the design and form of the goods, provided that the changes are not significant and are reasonable for the customer. In the event of unreasonableness, the customer shall be entitled to withdraw from the contract. Further claims are excluded.
- 2.3 The quality of the goods owed shall be agreed conclusively in the order and order confirmation.
- 2.4 An order only becomes binding once it has been confirmed by STW in writing. An order confirmation generated automatically, without a signature or name, is considered to be in writing. Silence on the part of STW in response to offers, orders, requests, or other declarations by the customer shall only be deemed consent if this has been expressly agreed in writing. If the order confirmation contains obvious errors, typing errors, or miscalculations, it shall not be binding on STW.

3. Delivery; delivery periods; default

- 3.1 Unless expressly agreed otherwise, delivery shall be made FCA (Sensor-Technik Wiedemann GmbH, Am Bärenwald 6, 87600 Kaufbeuren) Incoterms 2020 of the ICC. At the request and expense of the customer

the goods shall be shipped to another destination (hereinafter referred to as "Sale-and-Delivery"), in which case STW shall be entitled to determine the type of shipment itself. At the request of the customer and at the customer's expense, the goods shall be insured by a transport insurance against the risks to be specified by the customer.

- 3.2 The written order confirmation from STW shall be decisive for the scope of delivery. All delivery dates stated are subject to timely and proper delivery by our suppliers and unchanged prices for the goods and services purchased. Changes to the scope of delivery requested by the customer, as well as to the delivery item itself, require the written confirmation of STW to be effective.
- 3.3 STW is entitled to make partial deliveries if this is reasonable for the customer.
- 3.4 The agreement of delivery periods must be made in writing. Delivery periods are non-binding unless they are expressly designated as binding.
- 3.5 A delivery period shall commence upon dispatch of the order confirmation by STW, but not before the complete provision of any documents, approvals, and releases to be procured by the customer, receipt of an agreed down payment, and the timely and proper fulfillment of any other acts of cooperation on the part of the customer.
- 3.6 Agreed delivery periods shall be deemed to have been met if STW makes the goods available at the place of delivery by the end of the delivery period or, in the case of a Sale-and-Delivery to a place other than the place of performance in accordance with clause 3 sentence 2, hands them over to the person designated to carry out the transport or if the customer has announced its refusal to accept delivery. Delivery is subject to timely and proper delivery to STW and unchanged prices for goods and services purchased by STW.
- 3.7 The customer shall only be entitled to withdraw from the contract due to a delay in delivery only entitled to withdraw from the contract if the delay is for which STW is responsible.
- 3.8 If STW is in default, the customer may – provided it can prove that it has incurred damage as a result – demand compensation for each completed week of default of 0.5%, but in total no more than 2.5% of the price for the part of the deliveries that could not be put into proper operation due to the delay. This compensation shall be offset against any claim for damages.
- 3.9 Both claims for damages by the customer due to delay in delivery and claims for damages in lieu of performance which exceed the limits specified in clause 3.9 shall be excluded in all cases of delayed delivery, even after expiry of a delivery period set for the supplier. This shall not apply in cases of intent, gross negligence or injury to life, limb or health. The above provisions do not imply a change in the burden of proof to the detriment of the customer.
- 3.10 If the customer has concluded a framework agreement with STW for future deliveries with a fixed term and the customer does not call off the goods in good time, STW shall be entitled, after expiry of a reasonable grace period, to deliver the goods and invoice them, to withdraw from the contract or, if the customer has acted culpably, to claim damages in lieu of performance.
- 3.11 If the goods have been handed over to the customer on Euro pallets or mesh boxes (load carriers), the customer shall return the load carriers to STW in the same number and of the same type and quality at the place of the original handover.
- 3.12 Notwithstanding the provision in Section 7.1, the customer is obliged to inspect the goods for externally visible damage upon delivery, to report any damage to the transport company responsible for the delivery, and to obtain a written confirmation of this. If the customer fails to comply with this obligation, they shall be liable to STW for compensation for any resulting damage.

4. Transfer of risk

- 4.1. The risk of accidental loss or accidental deterioration of the goods shall pass to the customer as soon as STW makes the goods available at the place of delivery in accordance with Section 3.1, sentence 1, or – in the case of a Sale-and-Delivery in accordance with Section 3, sentence 2 – hands them over to the person designated to carry out the transport. This shall also apply if partial deliveries are made or if STW has assumed the transport costs in individual cases in deviation from Section 3, sentence 2.
- 4.2. If the customer is in default of acceptance, STW may demand compensation for the resulting damage as follows: 0.5% of the net price of the delivery for each day of default, but not exceeding a total of 5% of the net price of the delivery. The contracting parties reserve the right to assert further claims for damages and to prove that the damage was less. The risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the point in time at which the customer is in default of acceptance. Upon default of acceptance, the goods shall be deemed delivered, in particular with regard to the warranty periods and the obligation to pay.
- 4.3. Delivered goods must be accepted by the customer, regardless of any claims for defects, even if they have minor defects. The customer is also obliged to accept the goods if the goods provided have quantity deviations of up to 5% or if the goods provided were delivered insignificantly early.

5. Prices

- 5.1. The agreed price in Euro as stated in the order confirmation plus sales tax shall apply. Statutory sales tax is not included in the price and shall be shown separately on the invoice at the statutory rate applicable on the date of invoicing. Prices are FCA (Sensor-Technik Wiedemann GmbH, Am Bärenwald 6, 87600 Kaufbeuren) Incoterms 2020 of the ICC and do not include packaging, freight, postage, insurance, customs duties, and other shipping costs.
- 5.2. If the customer does not receive an order confirmation or if the order confirmation does not contain any price information, the price list valid at the time of delivery shall apply.
- 5.3. If more than four months elapse between the order confirmation and delivery, STW shall be entitled to adjust the price if there are demonstrable and significant cost increases during this period. This includes, in particular, wage increases, increases in raw material prices, energy, transport or insurance costs, as well as general price increases due to inflation. A cost increase shall be deemed significant if it amounts to at least 5% of the originally calculated costs. The price shall only be adjusted to the extent that the cost increase demonstrably affects the deliveries concerned. STW shall take into account the legitimate interests of the customer, in particular with regard to any obligations already entered into by the customer to deliver the goods at a specific price. At the request of the customer, STW shall disclose and prove the factors that led to the price change. The customer is entitled to withdraw from the contract in the event of a price adjustment of more than 5% if the adjustment is unreasonable for them.
- 5.4. Claims by STW for payment of the purchase price shall expire in five years, notwithstanding § 195 BGB.

6. Terms of payment

- 6.1. Unless otherwise agreed in writing, all payments must be made within 30 days of the invoice date – but not before delivery – without any deductions.
- 6.2. A payment shall be deemed to have been made when STW has access to the amount.

- 6.3. If the payment deadline is exceeded, STW is entitled to charge default interest at a rate of 9 percentage points above the base rate (§ 247 German Civil Code (BGB)). STW reserves the right to claim further damages.
- 6.4. If the customer is in default of payment, STW is entitled to demand immediate payment of all claims arising from the business relationship, even if these are not yet due.
- 6.5. Counterclaims by the customer shall only entitle him to offset and assert a right of retention if they have been legally established or are undisputed. The customer may only assert a right of retention if his counterclaim is based on the same contractual relationship.
- 6.6. STW shall be entitled to make outstanding deliveries or provide outstanding services only against advance payment or reasonable security if, after conclusion of the contract, facts become known which are likely to significantly impair the creditworthiness of the customer and thereby seriously jeopardize the payment of outstanding claims of STW arising from the respective contractual relationship. This applies in particular if the customer is in default with the payment of due claims arising from the contractual relationship without there being any undisputed or legally established objections on the part of the customer, or if there is a significant deterioration in the customer's financial circumstances that jeopardizes the fulfillment of the contract. STW shall inform the customer immediately of the decision taken and set a reasonable deadline for the advance payment or provision of security. If this is not made within the set period, STW shall be entitled to withdraw from the contract. Services already rendered shall remain unaffected by this.

7. Warranty

- 7.1. The customer's rights in respect of defects presuppose that he has fulfilled his statutory obligations to inspect and give notice of defects (§§ 377, 381 German Commercial Code (HGB)), in particular that he has inspected the delivered goods immediately upon receipt and notified STW in writing without delay of any obvious defects and defects that were apparent during such inspection. The customer must notify STW in writing of any hidden defects immediately after their discovery. Notification shall be deemed to have been made immediately within the meaning of sentence 1 if it is made within 8 working days, whereby the date of receipt of the notification by STW shall be decisive for compliance with the deadline. If the customer fails to carry out the proper inspection and/or notification of defects, STW shall not be liable for the defect. The customer shall describe the defects in writing when notifying STW.
- 7.2. If a complaint is unjustified, STW shall be entitled to demand reimbursement of the expenses incurred from the customer, unless the customer proves that he is not at fault with regard to the unjustified complaint.
- 7.3. Claims for subsequent performance are excluded in the case of minor deviations that are reasonable for the customer.
- 7.4. In the event of defects in the goods, STW shall be entitled, at its own discretion, to subsequent performance by remedying the defect or delivering goods free of defects.
- 7.5. If the goods are not at the place of delivery, the customer shall bear all additional costs incurred by STW in remedying defects, unless the transfer to another location corresponds to the contractual use.
- 7.6. Rights arising from defects do not exist
 - in the case of natural wear and tear;
 - for defects that arise after the transfer of risk as a result of improper handling (e.g., deviating from the operating instructions), improper storage or care, or excessive strain or use;
 - for defects arising from force majeure, special external influences not assumed under the contract,

or from the use of the goods outside the scope of the contract or normal use.

7.7. STW shall not be liable for defects resulting from the customer's request for processing or choice of material that deviates from STW's specifications.

8. Liability

8.1. STW shall be liable without limitation – regardless of the legal basis – in the event of a breach of warranty or injury to life, limb, or health. The same applies to intent and gross negligence on the part of executive bodies and senior employees. Liability for simple vicarious agents (§ 278 BGB) is excluded to the extent permitted by law.

8.2. STW shall only be liable for slight negligence subject to clause 8.1, only if cardinal obligations are breached. Cardinal obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely.

8.3. Subject to clause 8.1, STW's liability for non-compliance with a delivery deadline shall be limited to a maximum of 5% of the agreed net price for damage incurred by the customer as a result of the delay. The contracting parties reserve the right to assert further claims for damages and to prove that the damage was less than claimed.

9. Limitation period

The limitation period for claims for defects by the customer is 12 months and begins with the delivery of the goods. The limitation period also begins with the customer's default of acceptance. It also applies to claims arising from tortious acts based on a defect in the goods. The limitation period does not start again with subsequent performance. In the cases specified in clause 8.1, the statutory limitation period shall apply instead.

10. Retention of title

10.1. The delivered goods remain the property of STW until they have been paid for in full.

10.2. Furthermore, STW shall remain the owner of the delivered goods until all claims arising from the business relationship between the customer and STW have been paid in full.

10.3. The customer is obliged to treat the goods subject to retention of title (hereinafter also referred to as "reserved goods") with care for the duration of the retention of title. In particular, the customer is obliged to insure the goods at its own expense against fire, water, and theft damage at replacement value. The customer hereby assigns to STW all claims for compensation arising from this insurance. STW hereby accepts the assignment. If assignment is not permissible, the customer hereby irrevocably instructs his insurer to make any payments only to STW. Further claims by STW remain unaffected. Upon request, the customer shall provide STW with proof of the conclusion of the insurance.

10.4. If the reserved goods are combined with other items that do not belong to STW, STW shall acquire co-ownership of the combined item in proportion to the value of the reserved goods (final invoice amount including sales tax) to the other items at the time of combination. If the reserved goods are combined with other items in such a way that the customer's item is to be regarded as the main item, the customer hereby transfers proportional co-ownership of this item to STW. STW accepts this transfer. The provisions of this Section 10.4 shall apply mutatis mutandis if the reserved goods are mixed or processed with other items.

10.5. The customer is revocably entitled to sell

the reserved goods within the scope of its normal business operations. The customer is not entitled to pledge the reserved goods, transfer them as security or make any other dispositions that jeopardize STW's ownership. In the event of seizures or other interventions by third parties, the customer must notify STW immediately in writing and provide all necessary information, inform the third party of STW's ownership rights, and cooperate with STW's measures to protect the goods subject to retention of title.

10.6. The customer hereby assigns to STW all claims arising from the Resale of the reserved goods in the amount of the invoice amount including sales tax with all ancillary rights to STW. STW hereby accepts this assignment. If the goods subject to retention of title are sold together with other goods not supplied by STW, the claim from the resale shall be assigned to STW in proportion to the value of the goods subject to retention of title (final invoice amount including sales tax) to the other goods sold. If assignment is not permissible, the customer hereby irrevocably instructs the third-party debtor to make any payments only to STW.

10.7. The customer is revocably authorized to collect the claims assigned to STW in trust for STW in its own name. This does not affect STW's right to collect these claims itself. However, STW will not assert the claims itself and will not revoke the collection authorization as long as the customer duly meets its payment obligations. However, if the customer acts in breach of contract – in particular in the event of default in payment – it shall notify the supplier of the assigned claims and the respective debtors, inform the respective debtors of the assignment, and hand over to STW all documents and provide all information required by STW to assert the claims.

10.8. STW may revoke the customer's right to resell and the collection authorization if the customer does not properly fulfill its payment obligations to STW, is in default of payment, suspends payments, or if insolvency proceedings are initiated against the customer's assets.

10.9. At the request of the customer, STW is obliged to release existing securities to the extent that the realizable value of the securities, taking into account customary bank valuation discounts, exceeds STW's claims from the business relationship with the customer by more than 10%. The selection of the securities to be released is at the discretion of STW.

10.10. For deliveries of goods to other jurisdictions in which the retention of title provision under this clause 10 is not legally effective, the customer hereby grants STW a corresponding security interest. If further measures are necessary for this purpose, the customer shall do everything in its power to grant STW such a security interest without delay. The customer shall cooperate in all measures necessary and conducive to the effectiveness and enforceability of such security rights.

11. Withdrawal

11.1. In the event of breach of contract by the customer, in particular in the event of default in payment, STW shall be entitled, without prejudice to other contractual and statutory rights, to withdraw from the contract after expiry of a reasonable grace period.

11.2. Upon declaration of withdrawal, the customer shall immediately grant STW or its agents access to the items subject to retention of title and surrender them. After giving timely notice, STW may otherwise dispose of the items subject to retention of title to satisfy the claims due against the customer. The proceeds of such sale shall be offset against the customer's liabilities, less reasonable costs of sale.

11.3. Statutory rights and claims shall not be restricted by the provisions contained in this clause 11.

12. Confidentiality

12.1. The parties undertake to treat as confidential all

- commercial, technical, or other company-related information of the other party that becomes known or accessible to one party through the business relationship, to use it exclusively for the purposes of the business relationship, and to disclose it only to employees who are also bound to confidentiality.
- 12.2 The parties undertake not to disclose confidential information to third parties or make it available in any other form unless the other party has given its prior written consent. They are also obliged to take all reasonable precautions to prevent third parties from accessing confidential information.
- 12.3 Confidentiality applies to all information that the parties disclose or make available to each other which, due to its content or nature, is recognizable to a reasonable third party as confidential or a trade secret ("Confidential Information"). The obligation of confidentiality shall not apply or shall cease to apply to information that is or becomes publicly available without the receiving party of the Confidential Information ("Recipient") being responsible for this, was already in the Recipient's possession at the time of its receipt without breach of a confidentiality obligation, was subsequently developed independently by the Recipient, was obtained from third parties without breach of a confidentiality obligation, provided that the third party has not breached any confidentiality obligation to the knowledge of the recipient by providing the information without resorting to confidential information, or the Confidential Information is subject to an open source license. The Recipient bears the burden of proof for the existence of one of the above exceptions.
- 12.4 At the request of the other party, the Recipient must return the confidential information received as completely as possible. Instead of returning the information, the recipient may destroy or delete the Confidential Information. In this case, the destruction or deletion must be confirmed in writing upon request. This obligation does not apply to Confidential Information stored in routine backups or that must be retained due to laws, regulations, court orders, judgments, and/or orders from authorities. The confidentiality obligations under this agreement remain unaffected.
- 12.5 Publications relating to the subject matter of this agreement or the individual modules are only permitted with the consent of both parties. Publications relating to STW are only permitted with the consent of STW.
- 12.6 This confidentiality obligation shall remain in force for 5 years after termination of the contractual relationship between STW and the Customer.
- 12.7 The customer undertakes not to observe, examine, dismantle or test (so-called reverse engineering) any product or item received from STW without the prior consent of STW, unless the product or item is publicly available. The customer is only entitled to disassemble, decompile, translate into another code form, and/or reproduce the software received if and to the extent that this is provided for by law and STW has not made the necessary information available to the customer upon request within a reasonable period of time.
- 13. Force majeure**
In cases of force majeure, STW shall be released from its obligation to perform for the duration and to the extent of the force majeure event. Force majeure is any event beyond STW's control that prevents STW from fulfilling its obligations in whole or in part, including fire damage, flooding, epidemics and pandemics (including COVID-19 and future outbreaks of comparable diseases), including any resulting quarantine, access, production, transport, delivery or other restrictions, strikes and lawful lockouts, as well as operational disruptions through no fault of STW or official orders. Delivery difficulties and other performance disruptions on the part of STW's suppliers shall only be considered

force majeure if the respective supplier is prevented from performing the service owed by it due to an event in accordance with clause 13, sentence 2. STW shall inform the customer immediately of the occurrence and cessation of force majeure and shall endeavor to eliminate the force majeure and limit its effects as far as possible. The right of each party to terminate the contract extraordinarily in the event of persistent force majeure remains unaffected by this.

14. Data protection

We collect, process, and use your personal data, in particular your contact details for processing your order, including your email address if you provide it to us. For credit checks, we may obtain information (e.g., a so-called score value) from external service providers to assist us in our decision-making and may make the payment method dependent on this. This information also includes information about your address.

15. Trade and financial sanctions; export control

- 15.1 The customer undertakes to comply with all applicable trade sanctions, export control laws and regulations, including, where applicable, the US trade sanctions administered by the Office of Foreign Assets Control of the US Department of the Treasury (31 C.F.R. Part 501 ff.), the U.S. Export Administration Regulations (15 C.F.R. Part 734 ff.) and the trade sanctions and export laws of the European Union (including Regulations (EC) No. 428/2009, (EU) 2021/821, (EU) No. 269/2014 and (EU) No. 833/2014, as well as Decisions 2014/145/CFSP and 2022/327/CFSP, all as amended). STW shall support the customer in fulfilling its respective obligations under export control laws and regulations in connection with this Agreement to the extent possible.
- 15.2 The customer represents and warrants that neither the customer, its directors, officers, representatives, shareholders, nor any person who has a majority interest in the customer
- is a person subject to trade or financial sanctions under the laws and regulations of the United Nations, the United States, the European Union and its member states, the United Kingdom or any other jurisdiction applicable to the obligations to be performed under this business relationship, including, but not limited to, persons listed in the U.S. Department of the Treasury's Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons and Consolidated Sanctions List, the U.S. State Department's Non-proliferation Sanctions Lists, the UN Financial Sanctions Lists, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions of the EU or the UK HM Treasury Consolidated Lists of Financial Sanctions Targets;
 - are based in or organized under the laws of a territory that is subject to comprehensive US sanctions (each a "sanctioned territory") (currently Cuba, Iran, Crimea, North Korea, Syria, Venezuela, and Russia, but this may change at any time); or
 - are directly or indirectly owned or controlled by such persons (collectively, "restricted persons"). The customer further represents and warrants that it will notify STW immediately in writing if the customer or any of its managing directors, executive officers, representatives, shareholders, or any person who has a majority interest in the customer becomes a restricted person or if the customer is directly or indirectly owned or controlled by one or more restricted persons.

- 15.3 The customer shall inform STW immediately if it or any of its owners, executive employees, employees, agents, or authorized representatives are public officials within the meaning of this provision. Should any change in this regard occur during the term of the business relationship, the customer undertakes to inform STW immediately in writing.
- 15.4 STW is entitled to refuse to fulfill the contract if export control laws or regulations make its fulfillment impossible or prohibit it. In this case, the parties shall cooperate to amend the contract accordingly. If such an amendment to the contract is not possible, STW shall be entitled to withdraw from this contract in its entirety if export control laws or regulations make its fulfillment completely impossible or prohibit it. If export control laws or regulations make the fulfillment of this contract only partially impossible or prohibit it only partially, STW shall only be entitled to withdraw partially to the extent of the impossibility or prohibition, unless partial performance is impossible for technical or legal reasons, or STW's legitimate interests in complete withdrawal outweigh the customer's interests in only partial withdrawal. In such cases, only complete withdrawal from the contract is possible. Insofar as future amendments to export control laws or regulations that come into force prior to performance provide for relaxations, the parties shall discuss whether and, if so, to what extent the contract should be amended.
- 15.5 STW shall not be liable to the customer for any damage incurred by the customer as a result of compliance with export control regulations, including damage resulting from delays due to compliance with licensing requirements and the refusal of necessary licenses. This shall not apply if and to the extent that such damage is based on intentional or negligent conduct on the part of STW or its vicarious agents.
- 15.6 If the customer violates the provisions of this Section 15.1 or 15.2, STW shall be entitled to terminate the contract with the customer to which the violation relates with immediate effect.
- 15.7 In the event of any contradictions, the provisions of this Section 15 shall take precedence over all other agreements between STW and the customer.

16. Applicable law; place of jurisdiction; miscellaneous

- 16.1 The legal relationship between the customer and STW shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.2 The exclusive place of jurisdiction for all claims arising from the business relationship is the registered office of STW. STW is also entitled to bring legal action at the customer's place of business or at any other place of jurisdiction.
- 16.3 The transfer of rights and obligations of the customer to third parties is only possible with the written consent of STW.
- 16.4 The place of performance for all services provided by the customer and STW is the registered office of STW.