



**General Terms and Conditions of Delivery and Payment
of the RUPF INDUSTRIES Group**

1. Scope, general

- 1.1. These General Terms and Conditions of Delivery and Payment (hereinafter referred to as "GTC") shall apply to all deliveries, services, contracts and offers as well as related ancillary services (hereinafter jointly referred to as a "delivery" or "deliveries") of RUPF INDUSTRIES Group and its European affiliated companies with registered offices in the European Union (EU) (hereinafter referred to as "we", "us") provided to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 para.1 of the German Civil Code (BGB) (hereinafter jointly referred to as "Customers").
- 1.2. These GTC shall also apply to future contracts for deliveries with the same Customer, even if they are not expressly agreed again; we shall inform the Customer immediately of any changes to our GTC in this case.
- 1.3. Our GTC shall apply exclusively. We hereby expressly object to any deviating, conflicting or supplementary general terms and conditions of the Customer; such terms and conditions shall only become part of the contract if and to the extent that we have expressly agreed on their application in writing. This requirement of consent shall apply in any case, in particular also when we carry out the delivery to the Customer without objection while being aware of the Customer's general terms and conditions. In case of use of electronic platforms or other electronic including automated procedures of the Customer, the activation of system-dependent selection fields by us shall not constitute a legally binding consent to the respective terms of use or any other general terms and conditions.
- 1.4. Legally relevant declarations and notifications to be made to us by the Customer in connection with deliveries (e.g., setting of deadlines, notifications of defects, declaration of withdrawal or reduction) shall be made in writing (i.e. within the meaning of these GTC in written or text form, e.g. by e-mail, letter, fax). Legal formal requirements and the necessity to present further evidence, in particular in case of doubt about the legitimacy of the declarant, shall remain unaffected.
- 1.5. References to the applicability of statutory provisions are for clarification purposes only. Therefore, even without such clarification, the statutory provisions shall apply unless they are expressly amended or excluded in these GTC.
- 1.6. Individual agreements made with the Customer in particular cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTC. Unless there is evidence to the contrary, the content of such individual agreements shall be governed by written contract or our written confirmation, as the case may be.
- 1.7. The invalidity of individual provisions of these GTC shall not affect the validity of the remaining provisions.

2. Offer, conclusion of contract and documents

- 2.1. Our offers are subject to change and non-binding; in particular, we reserve the right to change products, prices and other conditions. The order or commissioning of the delivery by the Customer (hereinafter: "Order") shall be deemed a binding contract offer. Unless otherwise stated in the Order, we shall be entitled to accept this contract offer within twenty-one (21) days of its receipt. A contract is only concluded when we accept

the Customer's contract offer; if we do not confirm the Order in writing, the contract shall be deemed concluded at the latest when the Order is executed. With the placing of an Order or at the latest with the acceptance of a delivery, these GTC shall be deemed to have been accepted.

- 2.2. We point out that our employees or representatives entrusted with the performance of deliveries are not authorized to make verbal ancillary agreements or to give verbal assurances which go beyond the content of contract already made. Consequently, such statements made on the telephone or verbally by our employees and representatives require our express written confirmation in order to be legally effective.
- 2.3. Documents and information provided in connection with offers in price lists, brochures and other documents, such as product descriptions, drawings, illustrations, descriptions of operating data and installation space, dimensions and weights are values determined to the best of our knowledge, which, however, will only be binding if they become part of the specifications in the concluded contract. If operating, assembly and maintenance instructions are referred to in the offer, these documents shall apply additionally.
- 2.4. We retain the ownership and copyright to any cost estimates, concepts, designs, drafts, drawings and other documents; they may not be changed and may only be made accessible to third parties with our prior written agreement. These documents must be returned to us upon request at any time, and even without a separate request, if the Order should not be placed with us.
- 2.5. In the case of call orders, we are entitled to procure the material for the entire Order and to produce the entire Order quantity immediately. In case of finished products this means a material release of up to six (6) months. Any changes requested by the Customer can therefore no longer be considered after the Order has been placed, unless this has been expressly agreed.
- 2.6. In case of doubt, the ICC Incoterms® in their latest version valid at the time of delivery shall be decisive for the interpretation of any commercial clauses.
- 2.7. If the deliveries are made under a continuing obligation, whose term and period of notice have not been expressly agreed in writing, we shall be entitled to terminate the continuing obligation subject to a reasonable notice period which shall generally not exceed six (6) months, unless statutory provisions state otherwise. Such termination shall be made in writing.

3. Samples, test parts, tools; costs and ownership

- 3.1. We reserve the right to charge the costs for samples and test parts and the tools required for their production, unless otherwise agreed (see Clause 2.1). In case of doubt, payment shall be due after acceptance of the initial samples, test parts or tools. Unless otherwise agreed, we charge the procurement or manufacturing costs of the tools required for series production of deliveries.
- 3.2. Unless otherwise agreed in writing, all tools and devices manufactured or procured by us shall remain our property, even if their procurement or manufacturing costs are borne in whole or in part by the Customer. We shall not be obliged to surrender the tools and devices; this shall apply to tools procured or manufactured by us, irrespective of whether they are our sole property or not.



4. Description of services; inadmissible applications

- 4.1. The requirements for the deliveries shall be conclusively described by express performance characteristics agreed in writing (e.g., specifications, markings, releases, other information). The fulfillment of further requirements is not owed. The Customer is obliged to explicitly inform us in advance of an Order about all essential subjective and objective requirements for the deliveries. Apart from that, the risk of suitability and use shall be borne exclusively by the Customer. We reserve the right to minor or technically unavoidable deviations in physical and chemical parameters, including colors, formulations, processes and the use of raw materials, unless these are unreasonable for the Customer in the individual case. This also applies to other insignificant deviations from the agreed requirements or impairments of usability.
- 4.2. Accessories, packaging, assembly and other instructions, specifications or recommendations for inspection, storage, installation, testing, operation or maintenance (hereinafter collectively: "Instructions") shall only be part of the deliveries and be handed over by us if they are (i) expressly agreed or customary in the industry or (ii) can usually be expected according to the nature of the deliveries. The Customer is obliged to install the deliveries in accordance with the state of the art. If there are special requirements for installation and assembly, the Customer shall inform us thereof before conclusion of the contract. If the Customer does not explicitly state any requirements in this respect, the installation risk shall be borne solely by the Customer. We are also entitled to hand over the Instructions with the delivery or to refer to them in delivery documents (e.g. by referring to corresponding websites). The Customer is obliged to follow the Instructions and to observe the relevant regulations such as DIN standards or other industry standards.
- 4.3. Information on goods (e.g. in catalogs, product information, electronic media or on labels, such as "Best Before" information) is based on our general experience and knowledge and is merely indicative or labeling. Both these indications and expressly agreed performance characteristics/purposes of use do not release the Customer from testing and validating the suitability for the intended use of the deliveries.

5. Delivery, time of delivery, place of performance, transfer of risk, delay in delivery, acceptance and default in acceptance

- 5.1. The contractual agreements made shall be decisive for the time, type and scope of the deliveries (see Clause 2.1). Unless otherwise agreed in writing, the maximum production capacity shall be 10% above the annual quantity offered by us with an equal distribution over 48 weeks per calendar year.
- 5.2. Unless otherwise agreed, the delivery of goods within Europe (EU, Switzerland, United Kingdom, Norway and Turkey) is made according to the Incoterm DAP agreed place of delivery, and for deliveries outside Europe according to the Incoterm FCA WAREHOUSE/FACTORY. The place of performance shall be determined by the applicable Incoterm. If the export declaration is not completed by a carrier specified by the Customer, we will charge the local sales tax to the Customer.
- 5.3. In the case of DAP deliveries, and unless expressly otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. Packaging shall be

charged at cost price. We do not take back transport packaging and all other packaging in accordance with the German Packaging Act; they become the property of the Customer. In the case of deliveries to Germany or Austria using reusable pallets, different regulations may apply.

- 5.4. The transfer of risk shall be determined by the applicable Incoterm. Insofar as an official acceptance has been agreed for deliveries, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance.
- 5.5. Delivery times are - even if a delivery date has been agreed with the Customer - only approximate and non-binding, unless the delivery date has been expressly agreed as a fixed date transaction, i.e. it has been determined in writing that the Customer has no further interest in the delivery after the deadline has passed. However, the delivery time for deliveries of goods shall not commence before the Customer has provided the necessary technical data, documents, approvals and releases and before receipt of any agreed advance payment. The delivery time shall be deemed to have been complied with upon timely notification that the deliveries are ready for dispatch or collection. Compliance with the delivery time shall be subject to the fulfillment of the Customer's contractual obligations to cooperate.
- 5.6. If we are unable to meet binding delivery times for reasons for which we are not responsible (non-availability of deliveries), we shall inform the Customer of this immediately and at the same time notify the Customer of the expected new delivery time. If the deliveries remain unavailable within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the Customer. A case of non-availability of the deliveries in this sense shall be deemed to be, in particular, the failure of our supplier to deliver to us on time to the required extent, if we have concluded a congruent cover transaction in each case for the required preliminary product or raw materials to the extent customary in the industry, neither we nor our supplier are at fault and we have not assumed a special procurement risk in the individual case, as well in case that suppliers or raw materials specified by the Customer are not available in sufficient quantities in the market.
- 5.7. The rights of the Customer according to section 7 of these GTC, as well as our statutory rights, in particular 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.
- 5.8. An application for the opening of insolvency proceedings or comparable proceedings under foreign law, the submission of a statement of its financial status in accordance with Section 807 of the German Code of Civil Procedure (ZPO), payment difficulties that arise or the discovery of a significant deterioration in the financial circumstances of the Customer shall entitle us to stop deliveries immediately and to refuse the performance of current contracts unless the Customer pays the consideration or provides appropriate security at our request.
- 5.9. If the Customer is in default of acceptance, or culpably violates other ancillary obligations (e.g. owed acts of



cooperation), we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses (e.g. storage costs). We reserve the right to assert further claims. If the Customer is in default of acceptance or debtor's delay, the risk of accidental loss or accidental deterioration of the goods shall pass to the Customer.

6. Warranty (Claims for defective deliveries)

- 6.1. Our liability for defective goods shall be exclusively based on the agreement made pertaining to the requirements for the deliveries (see Clause 4.1). If no explicit agreement has been made with the Customer regarding the requirements of a delivery, the delivery shall be free of defects if it complies with the specification valid at the time of conclusion of the contract. Insofar as the quality has not been agreed upon, it is to be judged according to the statutory provisions whether a defect exists or not. However, we shall not be liable for public statements made by third parties (e.g. advertising statements, test institutes, customers) in connection with the deliveries supplied by us.
- 6.2. The Customer's claims for defective goods shall be subject to the Customer having duly fulfilled the statutory inspection and notification obligations. If a defect is discovered during the inspection or later, we must be notified of this in writing without undue delay. The notification shall be deemed to be made in time if it is made within three (3) working days of discovery of the defect, whereby the time shall be deemed observed if the notification is sent in time. If the Customer fails to duly inspect the deliveries and/or notify us of the defect, our liability for the undisclosed defect shall be excluded.
- 6.3. We do not assume any warranty for insignificant deviations as further described in Clause 4.1 or for design defects based on drawings, plans or other documents provided by the Customer, or insofar as the defect is due to the violation of instructions in a manual, a use outside the defined limits of use, unsuitable or improper use or storage, faulty or negligent handling, assembly or commissioning, natural or normal wear and tear or intervention in the delivery item by the Customer or third parties. The same shall apply if the defect is due to unsuitable operating materials, replacement materials, defective construction work, unsuitable building site, chemical, electrochemical, electrical or operational influences, insofar as we are not responsible for them.
- 6.4. If the Customer has a reasonable suspicion that a delivery contains a high proportion of defective goods, the Customer shall immediately sort out the delivery concerned, unless this is unreasonable for the Customer. The appropriate inspection and remedial measures (e.g. sorting measures) shall subsequently be agreed between the Customer and us. We shall not be obliged to reimburse any remedial measures (such as sorting measures) carried out unilaterally by the Customer.
- 6.5. If a delivered good is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free good (replacement). Our right to refuse subsequent performance under the statutory conditions shall remain unaffected. The Customer may refuse subsequent performance if this is unreasonable for him.

- 6.6. We are entitled to make the subsequent performance owed dependent on the Customer paying the price due for the delivery. However, the Customer shall be entitled to retain a reasonable part of the purchase price in relation to the defect.
- 6.7. The Customer shall give us the time and opportunity required for the subsequent performance owed, in particular he has to hand over the delivery item complained about for inspection purposes. In the event of a replacement delivery, the Customer shall return the defective delivery item to us in accordance with the statutory provisions. Subsequent performance shall not include the dismantling, removal or disassembly of the defective delivery item or the installation, attachment or assembly of a defect-free delivery item if we were not originally obliged to perform these services. Claims of the Customer for reimbursement of removal and installation costs shall remain unaffected.
- 6.8. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, if there is actually a defect, with the exception of the costs incurred by the fact that the deliveries have been taken to a place other than the agreed place of performance after the transfer of risk. This exception shall not apply if the transfer of the deliveries corresponds to their intended use, which was demonstrably known to us. If the Customer's request to remedy the defect turns out to be unjustified, we shall be entitled to demand the costs incurred as a result (in particular inspection and transport costs) be reimbursed by the Customer.
- 6.9. If the subsequent performance has failed, or if a reasonable deadline set by the Customer for the subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Customer may withdraw from the contract or reduce the price. In the case of an insignificant defect, however, there shall be no right of withdrawal. If the Customer wishes to claim damages instead of performance, subsequent performance shall only be deemed to have failed after the second unsuccessful attempt by us.
- 6.10. Claims of the Customer for damages or reimbursement of futile expenses shall only exist in accordance with Clause 7 and shall otherwise be excluded.
- 6.11. For deliveries which we deliver as agreed as samples, prototypes or otherwise not as new goods, the Customer shall not be entitled to the warranty claims specified in this clause 6.
- 6.12. For delivery items that represent items with digital elements within the meaning of Section 475b of the German Civil Code (BGB), the following shall apply in addition: Necessary security updates, patches or "bug fixes" shall be provided over a period of twelve (12) months from delivery, insofar as these are necessary in our view to maintain the contractual quality of the deliveries. We are not obliged to perform upgrades. We will inform the Customer about updates, this may also include the modification, extension or restriction of digital elements (hereinafter referred to as "Actions"). Customer understands that digital elements are subject to ongoing development and should not be considered static. We will endeavor to notify Customer reasonably in advance of any of the foregoing Actions to the extent (i) such Actions may impact Customer's business operations and (ii) this duty expressly results from the agreement made in accordance with section 6.1 about the requirements of the delivery item. We accept no



liability for public statements by third parties in this respect. However, we are not obligated to notify Customer in advance of unscheduled or emergency maintenance or the like. We are entitled to have the Actions performed by third parties. If the digital elements are not necessary for the function of the delivery item, i.e. if the delivery item can fulfill its functions without digital elements, we are not obliged to perform any update.

- 6.13. Our warranty and all resulting rights of the Customer are conclusively regulated herein. There are no further warranty rights, neither explicit nor implicit, neither based on advertising statements, implied actions nor commercial practice. All further warranty rights are excluded, in particular those relating to a subjectively or objectively expected quality, suitability for a particular purpose, a particular type of use or freedom from third-party rights. Exempted therefrom are legal rights of withdrawal due to a defect of the deliveries. In all cases, the statutory warranty rights and special provisions shall remain unaffected in the case of final delivery of the newly manufactured, unprocessed goods to a consumer in the sense of Section 13 of the German Civil Code (BGB).

7. Liability (Claims for damages)

- 7.1. Unless otherwise stipulated in these GTC (in particular Clauses 6, 7 and 8), we shall be liable for damages in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.
- 7.2. We shall be liable without limitation for damages caused intentionally or by gross negligence by us, our legal representatives or our vicarious agents.
- 7.3. Under exclusion of liability in other respects, we shall only be liable in the case of simple negligence
- a) for damages resulting from injury to life, body or health for which we, our legal representatives or our vicarious agents are responsible,
 - b) for damages resulting from breaches of a material contractual obligation (obligation whose fulfillment is a prerequisite for the proper performance of the contract and on whose fulfillment the contractual partner regularly relies and may rely, so-called cardinal obligation) by us, our legal representatives or our vicarious agents. In this case, however, our liability shall be limited in terms of reason and amount to such damages whose occurrence we could reasonably foresee at the time of conclusion of the contract based on the circumstances known to us at that time.
- 7.4. The above limitations of liability shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the deliveries. Other mandatory statutory liability provisions, in particular according to the provisions of the Product Liability Act, shall remain unaffected.
- 7.5. We shall be liable for infringements of industrial property rights in connection with the sale or use of the deliveries in accordance with the aforementioned provisions in this Clause 7, insofar as and to the extent that such industrial property rights are infringed when the delivery item is used in accordance with the contract, and such industrial property rights are valid and published in the Federal Republic of Germany at the time of delivery. This shall not apply insofar as we have manufactured the deliveries in accordance with drawings, models, samples or other descriptions or

information provided by the Customer and did not know or did not have to know that the industrial property rights of third parties would be infringed thereby. The Customer shall be obliged to inform us immediately of any possible or alleged infringements of industrial property rights of which he becomes aware and to indemnify us against all claims of third parties in connection with the documents provided by him and against all necessary costs and expenses. If third parties prohibit us from manufacturing and supplying products manufactured according to Customer documents within the meaning of the above sentence 2, in particular by invoking industrial property rights, we shall be entitled - without being obliged to examine the legal situation - to cease any further activity in this respect and to claim damages in accordance with the statutory provisions (see also Clause 12).

- 7.6. The Customer shall only have a right of recourse against us to the extent that the Customer has not entered into any agreements with its customer that go beyond the legally regulated claims for defects and liability standards. Unless otherwise agreed in writing, the provisions of Clauses 6 and 7 shall apply mutatis mutandis to the scope of any potential right of recourse the Customer may have against us.
- 7.7. Any free right of termination of the Customer (in particular according to Sections 627, 650 or 648 of the German Civil Code (BGB)) is excluded.

8. Force majeure

- 8.1. "Force Majeure" shall mean the occurrence of an event or circumstance that prevents a party ("Affected Party") from performing one or more of its contractual obligations under the relevant contract, including these GTC, if and to the extent that the Affected Party demonstrates, that (i) such impediment to performance is beyond its reasonable control, and (ii) such impediment to performance was not reasonably foreseeable at the time of entering into the relevant contract, and (iii) the effects of such impediment to performance could not reasonably have been avoided or overcome by the Affected Party (e.g. natural disasters, war, terror, sabotage, epidemics, government measures, embargoes, sanctions, strikes and lockouts, business interruptions; unavailability of raw materials or production materials). For the avoidance of doubt, the existence of an event of Force Majeure shall not be excluded merely because it directly affects one of our upstream suppliers.
- 8.2. To the extent and for the duration of a Force Majeure event, the Affected Party shall be released from its obligations and from any liability in connection with deliveries (e.g. due to delayed performance) from the time of the occurrence of the Force Majeure event, whereby the unaffected party shall be informed thereof. In this case, we reserve the right in particular to reduce quantities in the case of deliveries of goods if there is a loss of production due to Force Majeure or if we ourselves are not supplied (on time). In the case of an event of Force Majeure in connection with our deliveries, the terms of delivery pursuant to Clause 5 shall remain unchanged; we shall not be obliged to organize additional transports or faster means of transport at our expense. This shall also apply in the case of (i) a sale involving the carriage of goods or (ii) or any other provisions on the place of performance deviating from Clause 5.



- 8.3. If the duration of the Force Majeure event results in a party being deprived of what it had a right to expect as performance under the relevant contract, or if the effects of Force Majeure last for more than one hundred twenty (120) days without interruption, either party shall have the right to withdraw from the affected contract by giving written notice to the other party with debt-discharging effect.
- 8.4. For the avoidance of doubt, the provisions in this Clause 8 shall not lead to any form of extension of the grounds for liability under Clause 7, in particular not to strict liability, nor shall they prevent the Affected Party from invoking other applicable legal instruments or defenses in connection with default (e.g. impossibility, unreasonableness, disturbance of the basis of the contract).
- 9. Prices and payment**
- 9.1. Unless otherwise agreed in writing, our prices are in EURO and FCA ExWorks WAREHOUSE/FACTORY plus statutory value added tax ("VAT") and packaging costs. Our invoices are due for payment immediately and must be paid without deduction. The deduction of discount for early payment shall only be admissible in the case of prior written agreement. We reserve the right to send invoices electronically. We exclude payment by bill of exchange, check as well as cash payment.
- 9.2. Unforeseen and not insignificant changes in raw materials, wages, energy and other costs for which we are not responsible shall entitle us to make corresponding price adjustments. The Customer will be notified of the respective change in writing. At the same time, the Customer will be expressly informed that the respective change will become a part of the contract existing between the contracting parties if the Customer does not object to this change in writing within a period of three (3) weeks from the announcement of the change. If the Customer objects, either party shall have the right to terminate the contract by giving a ten (10) working days' written notice. A price adjustment in accordance with this Clause 9.2 shall not be possible insofar as it concerns an increase in the price for deliveries which are to be delivered or provided within four (4) months of the conclusion of the contract and these are not deliveries which are made within the framework of a continuing obligation.
- 9.3. In the event of partial deliveries, each delivery may be invoiced separately. If no prices have been agreed upon conclusion of the contract, our prices valid on the day of conclusion of the contract (see Clause 2.1) shall apply.
- 9.4. Incoming payments of the customer must always be offset in accordance with Section 366 para 2 of the German Civil Code.
- 9.5. The date of receipt of payment shall be the date on which the amount is received by us or credited to our bank account. During the Customer's default in payment, we are entitled to make all other claims due and payable and we shall be entitled to charge interest at the statutory rate (in the case of claims for remuneration, 9% p.a. above the respective base interest rate). The right to assert further claims for compensation (e.g. lump sum for default costs according to Section 288 para. 5 of the German Civil Code in the amount of 40 EUR) or to exercise any other rights in this respect shall not be limited thereby.
- 9.6. We do not pay interest on advance payments or payments on account.
- 9.7. Upon request, the Customer shall immediately provide us with tax (voucher) evidence (including confirmation of receipt) which is required under the applicable statutory provisions to prove the VAT exemption for cross-border deliveries. If the Customer does not comply with a corresponding request without undue delay, he shall be obliged to reimburse us for the amount of value added tax and interest assessed against us against delivery of a corrected invoice with value added tax. The Customer shall inform us immediately of any change in its VAT identification number.
- 9.8. In the event of settlement by means of the credit note procedure under value-added tax law, the Customer shall comply with the invoicing provisions under applicable value-added tax law. We shall not be liable for any damage suffered by the Customer as a result of the use of the credit note procedure (e.g. obligation of the Customer to repay input tax including interest to its tax office).
- 10. Assignment and right of retention; set-off**
- 10.1. The Customer shall only be entitled to assign its claims arising from the contractual relationship with us with our prior written consent; Section 354a of the German Commercial Code (HGB) shall remain unaffected. This preceding provision shall not apply to the Customer's claims for payment against us. We are entitled to assign our claims to third parties. The contractual partner must bear all default costs, such as fees and expenses, which arise in connection with any successful legal proceedings against him outside Germany.
- 10.2. The Customer shall not be entitled to (i) set off any counterclaims (including invoice reductions) or (ii) any right of retention insofar as his counter claims have not been finally determined by a Court decision or are legally undisputed; in the event of defects in the delivery, the Customer's counter rights shall remain unaffected, in particular those according to Clause 6.6 of these GTC.
- 11. Retention of title**
- 11.1. We reserve title to the deliveries ("reserved goods") until all our present and future claims arising from the contract for the deliveries and the ongoing business relationship ("secured claims") have been settled in full. If an entry of the retention of title in a public register is required or if the effectiveness of the retention of title otherwise requires the cooperation of the Customer, the Customer undertakes to perform the necessary cooperation acts at its own expense.
- 11.2. The Customer shall handle the reserved goods with the care of a prudent businessman and is obliged to insure them adequately against fire, burglary and other usual risks at its own expense. If maintenance and inspection work have to be carried out, the Customer shall carry this out in due time at its own expense. The reserved goods may not be pledged to third parties or assigned as security before the secured claims have been satisfied in full. The Customer shall notify us immediately in writing if and to the extent that third parties (e.g. seizures) seize the secured goods.
- 11.3. In case of breach of contract by the Customer, in particular in case of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand surrender of the goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; rather,



- we are entitled only to demand the return of the goods and to reserve the right of withdrawal. If the Customer does not pay the purchase price due, we may only assert these rights if we have previously set the Customer a reasonable deadline for payment or if setting such a deadline is dispensable according to the statutory provisions.
- 11.4. The Customer shall, as long as we have not revoked this authorisation (see Clause 11.4.3), be entitled to resell and/or process or mix the reserved goods in the ordinary course of its business. In this case, the following provisions shall apply in addition:
- 11.4.1. The retention of title shall extend to the products resulting from the processing, mixing or combining of the reserved goods at their full value, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the reserved goods.
- 11.4.2. The Customer hereby assigns to us by way of security any claims against third parties arising from the resale of the reserved goods or the product manufactured therewith in the amount of our co-ownership share, if any, pursuant to Clause 11.4.1 above. We accept the assignment. The obligations of the Customer stated in Clause 11.2 shall also apply in respect of the assigned claims.
- 11.4.3. The Customer shall also remain authorized to collect the claim in addition to us. We undertake not to revoke the Customer's right of resale and collection authorization as long as the Customer (i) does not default in whole or in part in the performance of the secured claims towards us, (ii) is not in payment difficulties due to a material deterioration of its financial circumstances and (iii) duly fulfills its other contractual obligations towards us. In the event of revocation, the Customer shall be obliged, at our first written request, to inform us of the debtors of the assigned claims, to provide us with all necessary documents relating thereto and to notify the debtors of the assignment.
- 11.5. If the realizable value of the existing securities exceeds our claims against the Customer by more than 10%, we shall release securities of our choice at the Customer's request.
- 12. Statute of limitation**
- 12.1. Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title pursuant to Clause 6 shall be one (1) year from delivery, whereby in cases where the Customer is obliged to collect the delivery or requests an interim storage by us, the one-year period starts as from notification of readiness for shipment by us. If acceptance has been expressly agreed, the limitation period shall run from acceptance, unless otherwise agreed.
- 12.2. However, if the delivery item is a building structure or an item that has been used for a building structure in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be five (5) years from delivery in accordance with the statutory provision (Section 438 (1) No. 2 of the German Civil Code (BGB)). Furthermore, special statutory provisions for third parties' claims in rem for return of goods (Section 438 para. 1 no. 1 BGB), in the event of fraudulent intent on the part of the Seller (Section 438 para. 3 BGB) and for claims in supplier recourse in the event of final delivery to a consumer (Sections 445a, 445b BGB) shall remain unaffected.
- 12.3. The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Customer based on a defect of the deliveries, with the requirement that the commencement of the limitation period shall be governed by the statutory provisions. The limitation periods of the Product Liability Act shall remain unaffected in any case. Otherwise, the statutory limitation periods shall apply exclusively to the Customer's claims for damages pursuant to Clause 7 of these GTC.
- 13. Third party property rights**
- 13.1. Insofar as we have been commissioned to manufacture deliveries according to drawings, samples, plans or other instructions submitted by the Customer, the Customer shall be liable for ensuring that (i) industrial property rights, copyrights or other rights of third parties do not conflict with such request and are not infringed by the manufacture, distribution or use of the deliveries, and furthermore (ii) no statutory or regulatory prohibitions or official bans are violated by such Customer request.
- 13.2. To the extent of its liability pursuant to Clause 13.1, the Customer shall be obliged to indemnify us against all claims asserted against us by third parties on the grounds of or in connection with the deliveries. This indemnification obligation shall also extend to all necessary expenses incurred by us from or in connection with the claim asserted by a third party.
- 14. Confidentiality**
- 14.1. "Confidential Information" as defined by these GTC shall include any and all information, recipes, drawings, models, tools, technical records, process methods, presentations, software and other technical and commercial know-how made available by us - in whatever form (in writing, orally, electronically, etc.) - or obtained by the Customer through us, as well as work results achieved in connection therewith, insofar as these are marked as confidential or their confidentiality results from the circumstances of the disclosure or the nature of the information. However, information shall not be deemed to be confidential in this sense if (i) the Customer has developed such information himself and independently of the Confidential Information made available by us, (ii) such information was public knowledge at the time of its disclosure or later becomes public knowledge through no fault of the Customer, (iii) such information was already known to the Customer or becomes known to him later without any breach of law recognizable to the Customer, or (iv) there is an official or judicial duty of disclosure or a legally mandatory right of disclosure for such information. The Customer shall be obliged to inform us without undue delay, enclosing any evidence required for this purpose, if he wishes to invoke one of the aforementioned exceptions vis-à-vis us.
- 14.2. The Customer shall be obligated to keep all Confidential Information secret, even beyond the duration of the business relationship, not to disclose it to third parties and not to use it in its own business for purposes that go beyond the specific purpose of the contract concluded



- with us. Confidential Information may only be made available directly or indirectly to persons who are not in a competitive relationship with us and who must have knowledge of the Confidential Information within the scope of the business relationship and who have been obligated to maintain secrecy to the extent permitted by law in accordance with the provisions of this Clause 14. Beyond the purpose of the contract, Confidential Information (in particular cost estimates, drafts, design drawings, experience reports, business information, customer lists, contractual information, prices, product volumes, areas of application of the products, process descriptions and material analyses) may not be modified, reproduced or published without our prior written consent, nor may it be used by Customer to register its own industrial property rights (e.g. patents or designs) or those of third parties.
- 14.3. Furthermore, product samples, prototypes and any other items, that are not yet publicly available but are handed over by us to the Customer shall not be analyzed, decompiled, modified or disassembled with regard to their composition, neither by the Customer himself nor by third parties (reverse engineering), unless the latter is technically absolutely necessary for the realization of the agreed project.
- 14.4. We reserve all rights to the Confidential Information disclosed by us, in particular industrial property rights and copyrights; any kind of license thereto shall require a separate agreement. All documents submitted by us in connection with offers shall be returned to us at our request at any time and without being requested, in any case if an Order is not placed with us. The Customer shall not be entitled to a right of retention with regard to Confidential Information or corresponding documents or materials.
- 14.5. The contractually agreed protection of Confidential Information under this Clause 14 shall be independent of and in addition to the applicable statutory provisions on information protection (in particular under the German Trade Secrets Protection Act (GeschGehG)).
- 15. Compliance; export control**
- 15.1. With regard to the existing business relationship with us, the Customer undertakes to comply with (i) all applicable laws applicable to it as well as (ii) any compliance codes, codes of conduct or comparable rules governing conduct that may be incorporated by reference into the contract. This includes, in particular, not to maintain direct or indirect business or other connections to terrorists, terrorist organizations or other criminal or anti-constitutional organizations and to ensure through appropriate organizational measures the implementation of applicable embargo regulations, the European anti-terrorism and anti-crime regulations applicable in the context of the supply relationship as well as the corresponding U.S. and other applicable regulations within the scope of its business operations, in particular through appropriate software systems. As soon as deliveries have left our respective premises, the Customer shall be solely responsible for compliance with the above provisions and shall indemnify us against all claims and costs (including reasonable attorneys' and consultants' fees or administrative fees or fines resulting from said violations) incurred by us due to a corresponding violation of law by the Customer, its affiliates or employees, representatives and/or vicarious agents, unless the Customer is not responsible for such violation.
- 15.2. We point out that our offer or the Customer's Order is subject to the granting of an export license by the authorities. A confirmed delivery date is also subject to the granting of the export license. When placing an order, the Customer should therefore take into account that delivery times may be delayed beyond our control. In the case of a possible subsequent export, the Customer is responsible for observing the applicable export control regulations, e.g. checking the recipient or end user. For further export to embargoed countries, the respective foreign trade regulations must be observed, in particular the applicable German, European and US export control regulations.
- 16. Place of performance, place of jurisdiction and applicable law, arbitration clause**
- 16.1. The place of performance for all rights and liabilities arising from the contractual relationship, in particular from our deliveries, is the respective location from which the delivery is made. If the Customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the place of jurisdiction for all rights and liabilities arising from or in connection with the contractual relationship shall be Bundesstadt Bonn, Germany. However, we are also entitled, at our discretion, to sue the Customer at any other general or special place of jurisdiction.
- 16.2. If the Customer has its registered office outside the Federal Republic of Germany, we shall also be entitled, at our discretion, to have all claims, disputes or conflicts arising from business relations with the Customer finally decided in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. (DIS), excluding the ordinary course of law. The arbitration court shall have its seat in Frankfurt am Main. The arbitration proceedings shall be held in German unless the customer requests English as the language of the proceedings. The rules of law applicable to the merits shall be the laws of the Federal Republic of Germany.
- 16.3. The laws of the Federal Republic of Germany without regards to its rules of private international law shall apply exclusively to these GTC and the entire legal relationship between us and the Customer. The application of the UN Convention on Contracts for the International Sale of Goods (C.I.S.G.), other bilateral or multilateral agreements serving the standardization of international sales as well as conflict of law rules are excluded.

RUPF INDUSTRIES Group, April 2024

- BHC Gummi-Metall GmbH
- RUPF ATG Casting GmbH
- RUPF Automotive GmbH
- RUPF SPW Technologies GmbH
- RP Umformtechnik GmbH & Co. KG
- KHT Fahrzeugteile GmbH
- RUPF INDUSTRIES Poland s.p.z.oo
- RUPF INDUSTRIES Sweden AB
- INTEGRAL Hydraulik GmbH & Co.KG
- RUPF Verwaltungs GmbH