



General Terms and Conditions of SLM Solutions Group AG

I. Conclusion of Contract

- (a) The offer, the acceptance of offer, order confirmation, the supplies, and services between SLM and the customer shall be provided solely subject to these General Terms and Conditions. By entering into the first contract subject to these General Terms and Conditions the customer acknowledges that they apply to the entire term of the business relationship between the parties. Any conditions or contract modifying provisions of the customer are contradicted. They shall only be effective towards SLM if their validity has been expressly agreed in writing by SLM. Such consent shall only apply to the individual case, not to previous or future deliveries and services. SLM's General Terms and Conditions shall also apply if SLM supplies customer without reservation knowing that the customer has contrary terms and conditions or such which diverge from SLM's. SLM's General Terms and Conditions also apply to all future transactions with the customer.
- (b) Amendments or additions to the agreements are not valid unless SLM confirmed them in writing. This also applies with regard to the written form requirement itself.
- (c) SLM's offers are non-binding and without obligation. Acceptance declarations and all orders require written confirmation from SLM to be valid.
- (d) Drawings, illustrations, measurements, weights and other performance data are only binding if this is explicitly agreed in writing.
- (e) All sales documents, specifications, prices and discounts are to be treated as strictly confidential and shall not be made available to third parties.
- (f) These terms and conditions apply only if the customer is an entrepreneur (§ 14 BGB, German Civil Code), a legal entity under public law or a special fund under public law and are not intended for consumers.
- (g) A sales contract between the customer and SLM is only concluded, if SLM accepts customer's order after completion of the ordering process by a separate declaration of acceptance by e-mail to customer (order confirmation). Upon acceptance of customer's order, a contract between customer and SLM is concluded based on the Terms and Conditions for the selected products and services, if not otherwise agreed by the customer and SLM in writing.
- (h) In the manufacturing of SLM's products, SLM proceeds according to the "Build to Order" principle and reserves the contractually agreed time/space and resources in production for the customer upon completion of the respective order. The customer is legally bound to his binding order and obliged to accept the object of purchase as agreed. In case of non-acceptance of the delivery in accordance with the provision of the respective order, SLM is entitled to invoke its legal rights. In particular, SLM shall be entitled to claim liquidated damages in the amount of 15% of the respective order value. SLM is entitled to claim higher damages subject to substantiated proof of such while customer shall be entitled to submit substantiated evidence of lower damages

II. Delivery Deadlines

- (a) The dates and deadlines given by SLM are non-binding, unless otherwise expressly agreed in writing. With regard to agreed delivery dates, SLM is only liable to the extent that due delivery is reasonable.
- (b) SLM is entitled to render partial performance, if (a) partial performance is suitable for the contractually intended use, (b) the rendering of the remaining performance is secured and (c) the customer does not face significant additional costs owing to the partial performance.
- (c) Where it is impossible for SLM to meet the obligations under the contract or to do so with delay, SLM is not liable to the extent that this is attributable to force majeure or other occurrences which were unforeseeable when the contract was concluded and for which SLM is not responsible (including without limitation any disruption to operations, fire, natural disasters, weather, flooding, epidemics or pandemics, war, insurgency, terrorism, transport delays, strikes, lawful lockouts, shortage of energy, raw or human resources, delays in the issue of necessary official permits, official/sovereign measures). If the impediment to delivery lasts longer than three months the customer is entitled, having set a reasonable subsequent deadline, to rescind the part of the contract not yet fulfilled. SLM's suppliers' failure to deliver properly or in a timely manner shall likewise constitute an event of this type if SLM is not responsible for any of these events.
- (d) Delivery deadlines will be extended automatically by an appropriate period if the customer does not fulfil its contractual obligations or other duties to cooperate or other obligations. In particular, the customer is responsible for providing SLM promptly and in the correct format with all documents, information, samples, specimens and other information and items which is required to provide and, if applicable for ensuring the technical resources, construction, premises, HR and organizational circumstances needed for product assembly or similar services (such as installation, commissioning, set up/adjustment) are available.
- (e) If SLM does not deliver on time, the customer must set SLM a reasonable grace period in writing, after its futile expiry, customer may terminate the contract. If the customer is in default of acceptance on the due date, he must still pay the purchase price. In these cases, SLM is entitled to store the goods at the risk and expense of the customer. At the request of the customer, SLM will insure the goods for the duration of storage at the customer's expense.

III. Passing of Risk

- (a) Unless otherwise agreed by customer and SLM in writing, delivery free carrier [named place of delivery] is agreed (FCA – Incoterms®2020). The risk of damaging or losing the goods passes to the customer as a matter of principle as soon as the goods were handed over to the first carrier (see also III. (c)). The customer is further responsible for the entire custom clearance.

- (b) Transport or other packaging may not be returned.
- (c) SLM shall only procure transport insurance if a specific instruction is issued and to the account of the customer.
- (d) If the customer is in default with acceptance, if it fails to cooperate as required or if SLM's performance is delayed for other reasons for which the customer is responsible, SLM may charge for any ensuing damage, including additional expenditure which SLM incurs such as storage costs.

IV. Payment

- (a) The purchase price shall be due for payment within ten days after receipt of the invoice. The date of payment shall be the day on which the payment is credited to SLM's account.
- (b) The customer automatically is in default with payment as soon as the respective deadline for payment pursuant to (a) expires. During default, interest shall accrue on the purchase price at the applicable statutory default interest rate. SLM is further entitled to the statutory default amount pursuant to § 288 (5) sentence 1 BGB (German Civil Code). SLM reserves the right to assert claims for any further default losses. In business with merchants this has no effect on SLM's statutory entitlement to interest (§§ 352, 353 HGB, German Commercial Code) from the due date.
- (c) Payments shall only be made by bank transfer; payment by bill of exchange or cheque shall not be recognized as fulfilment of the payment obligation.
- (d) It may be agreed between customer and SLM that the customer must open a documentary letter of credit through his bank (or any other bank acceptable to SLM). In this individual case it is stipulated that the letter of credit will be opened in accordance with the General Guidelines and Customs for Documentary Credits, Revision 2007, ICC Publication No. 600.
- (e) Customer shall only be entitled to set off and assert a right of retention if (i) his counterclaim used for this purpose is either undisputed or has been legally established, or (ii) in the case of procedural assertion is ready for decision at the time of the last oral hearing, or (iii) is in a reciprocal relationship (*Synallagma*) with the main claim.
- (f) SLM reserves the right, after timely notification of the customer and before delivery of the goods, to increase the price of the goods in such a way as is necessary due to general external price increases beyond SLM's control (such as exchange rate fluctuations, currency regulations, changes in customs rates, significant increases in material or manufacturing costs) or due to changes in suppliers, and it assures a price reduction if external costs (such as customs duties) are reduced or eliminated altogether.
- (g) Unless otherwise stated in the offer or the sales price lists or unless otherwise agreed in writing between customer and SLM, all prices quoted by SLM are based on "FCA Incoterms®2020". If SLM is prepared to deliver the goods to other locations, the customer shall bear the costs of transport, packaging and insurance.
- (h) Except as provided for in this General Terms and Conditions all levies, dues, taxes, duties and other charges shall be borne by the customer.

V. Warranty

- (a) The customer's rights in the case of material or legal defects (including incorrect delivery and insufficient quantities, faulty assembly or instructions) are subject to statutory requirements unless otherwise stated or qualified in these General Terms and Conditions.
- (b) Claims of the customer due to defects become time-barred one (1) year after delivery/acceptance of the product (object of purchase) to the customer. In the case of used products, the warranty against entrepreneurs is excluded. The reduction of the limitation period does not apply (i) for damages resulting from a grossly negligent or intentional breach of obligations on SLM part, on the part of SLM's legal representatives or vicarious agents, (ii) for fraudulently concealed defects, (iii) for claims under the Product Liability Act or other mandatory statutory liability provisions, (iv) if and to the extent that SLM has assumed a guarantee and (v) in the event of culpable injury to life, limb or health.
- (c) The basis of SLM's liability for defects is above all the agreement reached on the quality of the goods. All product descriptions and manufacturer's details which are the subject of the order or which were made public by SLM at the time of the conclusion of the contract shall be deemed to be an agreement on the quality of the goods.
- (d) A defect shall not be deemed to exist if the delivered good is suitable for normal use and has a quality which is usual for items of the same type and which the customer could reasonably expect. Other than in the cases provided for in VI. (b), (c) and (d) of these General Terms and Conditions SLM has no duty to provide warranty for defects where SLM has agreed to supply used or refurbished products. Nor is SLM liable under warranty if the customer modifies the goods or has them modified by third parties without SLM's written consent and if such modification makes it impossible or unreasonably difficult to remedy the defect. In any event the customer shall bear any additional costs in remedying the defect caused by such modification. Furthermore, the installation or use of third-party and/or accessory parts which are not original products of the manufacturer may constitute unsuitable operating resources which may reduce the right to subsequent performance or may lead to its exclusion, provided that a (joint) cause for the claimed defect exists.
- (e) Warranty rights are excluded in the following cases: unsuitable or improper use, operating errors by the customer or a third party commissioned by the customer (in particular if the specified operating conditions are not met or materials are used or individually applied unsuitable system settings), repairs carried out by the customer himself or a third party commissioned by the customer without SLM's written consent, natural wear and tear, incorrect or negligent handling, external influences, force majeure.
- (f) Unless otherwise expressly stated (i) SLM's products and services are only required to comply with statutory requirements which apply in Germany and (ii) responsibility for integrating the products in technical, building and organizational circumstances which prevail at its premises lies solely with the customer. The customer is responsible for the suitability of the installation location of the products.
- (g) The customer is solely responsible for assessing the suitability of the delivery items and contractual services for his purposes. Insofar as products are manufactured and marketed by the customer using the delivery items or contractual services, it is the sole responsibility of the customer to avoid design and manufacturing defects in the products he puts into circulation by means of comprehensive testing and quality control during production. The customer shall indemnify SLM from all claims of third parties which arise in violation of these obligations.
- (h) The customer's rights in respect of defects are subject to the condition that the customer has duly complied in writing with his obligations to inspect and issue a notice of defects in accordance with § 377 HGB (German

Commercial Code). Unless customer and SLM have expressly agreed that an acceptance shall take place, the customer shall inspect the goods delivered without undue delay after delivery to customer or a third-party recipient named by customer and report any defects without undue delay. §§ 377, 381 HGB (German Commercial Code) and the provisions in this paragraph shall apply accordingly. The notice of defect must be sent no later than within seven (7) working days after delivery or – if the defect was not recognizable during the inspection (§ 377 (2) and (3) of the HGB (German Commercial Code)) – no later than within three (3) working days after detection of the defect. In case an acceptance has been agreed and such acceptance does not take place within seven (7) days after written notification of readiness for acceptance, the material risk shall pass to the customer after expiry of this period, unless acceptance is refused for reasons for which SM is responsible. If assembly or commissioning is delayed, the risk shall pass to the customer no later than three months after delivery, unless SLM is responsible for the delay.

- (i) Insofar as delivered items are put into operation without reservation, this shall be deemed acceptance, irrespective of whether SLM still has to provide deliveries or other services, in particular assembly works. If SLM's contractual obligations also include the assembly of the delivery item, an acceptance protocol will be produced after its completion, which must be signed by the customer and SLM. In this report the defects are to be recorded which are known to the customer at this time or which are obvious. If these defects are not recorded, SLM's performance shall be deemed to have been accepted without defects.
- (j) The customer must return any goods reported as defective to SLM at SLM's request at the customer's cost without undue delay. If the claim is justified SLM will refund the customer, the costs based on the most favorable means of dispatch; this shall not apply if the goods are at a location other than that of their designated use.
- (k) In any event, the customer must allow SLM the time and the opportunity needed to examine the alleged defects and other complaints and to remedy the defects, if any; in particular customer is obliged to give SLM access to goods concerned for such purposes or – where the goods are assembled or installed in a fixed manner – grant SLM access to the site. In urgent cases where operational safety is endangered or to prevent disproportionately large damage, SLM must be informed immediately and the customer shall be entitled to take all necessary damage mitigation measures itself or through third parties and to demand reimbursement of the necessary expenses from SLM. Otherwise, SLM shall not be liable for the costs and other consequences arising therefrom. If the customer or a third party carries out improper repairs, SLM shall not be liable for the consequences arising therefrom. The same applies to any modifications to the product carried out without the prior consent of SLM.
- (l) If there is in fact a defect, SLM shall bear the necessary costs of examination and subsequent performance, in particular the costs of transport, travel expenses, work and materials. Subsequent fulfilment shall not include removal of the defective item or re-installation of the defect-free item if the original obligations did not include installation. However, if a demand from the customer to remedy defects turns out to be unjustified SLM can demand that the customer refunds SLM the costs incurred hereby.
- (m) In the event of a warranty claim, SLM shall have the right, at SLM's own discretion, to repair the defective part free of charge or to replace it free of defects (subsequent performance). The customer shall give SLM the necessary time and opportunity to carry out all the repairs and replacement deliveries which SLM deems necessary, following consultation with SLM. In the event of a replacement delivery, the customer shall be obliged to return the defective part.
- (n) SLM has the right to make subsequent fulfilment dependent on the customer paying the due purchase price or, if applicable, the current instalment, whereby the customer has the right to withhold a proportion of the payment commensurate with the defect.
- (o) If subsequent fulfilment is impossible or has failed or if the customer has set a reasonable deadline for subsequent fulfilment and such deadline has expired without success or if there is no statutory obligation to set a subsequent deadline, the customer may decide either to withdraw from the contract or to reduce the purchase price. However, the customer may not withdraw from the contract if the defect is immaterial.
- (p) The customer can only withdraw from or terminate the contract owing to a breach of duty on SLM's part which is not attributable to a defect in the goods if responsibility for the breach of duty lies with SLM; in all other respects statutory provisions apply. The customer does not have the right to terminate the contract, particularly not pursuant to §§ 650, 649 BGB (German Civil Code).
- (q) Further claims due to defects of the product are, as far as legally permissible, excluded.

VI. Liability

- (a) Unless otherwise set out in these General Terms and Conditions, SLM shall be liable for a breach of contractual and non-contractual duties as provided for by statute.
- (b) SLM shall only be liable for damages resulting from an intentional or grossly negligent breach of duty by SLM or by one of SLM's legal representatives or vicarious agents.
- (c) In the event of a negligent breach of duty on SLM's part or by one of SLM's legal representatives or vicarious agents SLM shall be liable only
 - i) – but without limit – for resultant losses arising from injury to life, limb or health;
 - ii) for losses arising from a breach of material contractual duties. Material contractual duties are those duties that are material to proper performance of the contract and on whose fulfilment the customer generally relies or is entitled to rely. In this case, however, the amount of our liability is limited to losses which are typical of this type of contract and which were foreseeable at the time the contract was concluded.
- (d) The liability limitations arising from (b), (c) and (f) do not apply where SLM has maliciously failed to disclose a defect or where SLM assumed a warranty in respect of the attributes of the goods or a procurement risk. This shall have no effect on mandatory liability under the ProdHaftG (German Product Liability Code).
- (e) Where SLM's liability is excluded or limited under the above provisions, this also applies to the personal liability of SLM's directors and officers, legal representatives, employees, staff and other vicarious agents.
- (f) In the case of financial losses caused by negligence, SLM and its vicarious agents shall only be liable in the event of a breach of a material contractual obligation, but the amount of liability shall be limited to the losses foreseeable at the time of conclusion of the contract and typical for the contract.

VII. Limitation Period

- (a) Notwithstanding § 438 (1) no. 3 BGB (German Civil Code), the limitation period for claims – including non-contractual claims – for quality defects and defects in title – unless the warranty for defects for used products is already excluded – shall be one (1) year from delivery; this does not apply to the scenarios set out in VI. (b), (c) and (d) of these General Terms and Conditions. The respective relevant statutory limitation period shall apply thereto.
- (b) Delivery within the meaning of VII a. (1) shall mean dispatch of the goods to carrier to the transporting entity. If the customer and SLM have agreed that the goods have to undergo an acceptance procedure, the limitation period begins with acceptance.
- (c) If the goods consist of a building or of an object which, in being used for its usual purpose, has been incorporated in a building and has caused the building to be defective (building materials and components), the limitation period will be five (5) years from delivery as provided for by statute (§ 438 (1) no. 2 a or b BGB (German Civil Code)). This does not affect the statutory provisions regarding third-party claims for release of goods (§ 438 (1) no. 1 BGB (German Civil Code)), malicious failure to disclose a defect on SLM's part (§ 438 (3) BGB (German Civil Code)).

VIII. Reservation of Title

- (a) The reservation of title agreed upon herein serves as security for SLM's claims against the customer under the respective contractual relationship or from any outstanding balance receivables from current account which we may have (referred to collectively as "*secured receivables*").
 - (b) Any goods which SLM has supplied to the customer remain SLM's property until all secured receivables have been paid in full. These goods and the items by which they will be replaced subject to the provisions set out below, which are also covered by reservation of title are referred to hereinafter as "reserved goods". If the customer intends to move the reserved goods to a location outside Germany, it is required to take whatever measures are necessary under the laws of that location without undue delay at customer's own cost to ensure that SLM's reservation of title is safeguarded and to inform SLM without undue delay of such intention.
 - (c) As long as the goods have not been paid for in full, the customer must hold the goods in trust for SLM and keep the goods separate from his own property and that of third parties as well as properly store, secure and insure the goods subject to retention of title at replacement value and mark them as SLM's property.
 - (d) If servicing, maintenance or inspection work become necessary (this does not include any work to be performed by SLM as fulfilment or subsequent fulfilment), the customer must perform such work at its own cost in good time.
- The customer may not pledge the reserved goods or to transfer title in them as security. If the reserved goods are attached or otherwise seized by third parties the customer must make SLM's position as owners clear and notify SLM in writing without undue delay so that SLM can assert SLM's title rights. If the third-party refuses to refund any court or out-of-court costs which SLM incurs in this connection, the customer will be liable to SLM for such costs.
- (e) The customer has the right to use and/or process/alter the reserved goods in the proper course of business until the realization, but he must hold any remuneration (including any insurance payments) for SLM and keep the funds separate from his own assets and those of third parties. A combination, mix and/or sale of the reserved goods shall be subject to prior written approval of SLM until full and unconditional payment.
 - (f) If the reserved goods are processed or altered such processing will always be carried out for SLM as manufacturers in SLM's name and for SLM's account and SLM will acquire directly title or – if processing or altering makes use of materials belonging to two or more owners or if the value of the newly created item is higher than the value of the reserved goods – pro rata co-title in the newly created item commensurate with the ratio of the value of the reserved goods (gross invoice value) to the value of the newly created item. The customer herewith transfers its future ownership or co-ownership (in the ratio set out above) in the newly created item as security to cover the eventuality that SLM does not for some reason acquire ownership or co-ownership; SLM hereby accepts such transfer.
 - (g) In the event of seizure or other interventions by third parties, the customer must inform SLM immediately so that SLM can take legal action in accordance with § 771 ZPO. If the customer does not comply with this requirement, customer shall be liable for the damage incurred.
 - (h) The customer shall keep SLM's sole title or co-ownership in an item which has been created as described in the previous provisions for SLM free of charge.
 - (i) If the customer so requests, SLM must release the reserved goods and any items and claims by which they have been replaced to the extent that their estimated value exceeds the value of the secured claims by more than 20%. The choice of the items to be released lies with SLM.
 - (j) If SLM withdraws from the contract because the customer has acted contrary to the contract – in particular if the customer is in default with payment – under statutory requirements (realization) SLM has the right to demand that the customer release the reserved goods. Such request for release of reserved goods shall constitute declaration of withdrawal from the contract, if this has not been declared already. All transport costs which arise in connection with SLM's taking back the reserved goods shall be borne by the customer. If SLM attaches the reserved goods this shall also constitute declaration of withdrawal from the contract.

IX. Compliance, anti-corruption regulations

- (a) The Customer warrants that it acts in accordance with applicable statutory provisions, in particular antitrust law as well as regulations on combating corruption and money laundering and other criminal law provisions.
- (b) If there is a justified suspicion that the customer is in breach of the above obligations, SLM shall be entitled to withdraw from the contract if SLM cannot reasonably be expected to continue with the contract. In the event of such termination (i) SLM shall be released from any obligation to perform, (ii) the Customer shall be obliged to indemnify SLM and SLM's employees against any and all damages to the extent such damages are based on a culpable breach by the customer of its obligations under this clause.
- (c) For each resale, the customer is responsible for compliance with any export regulations and must release SLM from all obligations in this respect.
- (d) The customer is responsible for compliance with the national laws, ordinances and safety regulations that bind him, in particular with regard to approval, installation, operation, maintenance and repair of the delivery items, and is obliged to comply with them. The customer is obliged to indemnify SLM from all claims asserted against SLM due to the non-compliance with such regulations by the customer.

X. Severability Clause, Applicable Law

- (a) Should individual contractual terms be or become invalid in whole or in part the rest of the contract shall remain valid; this also applies in the event that there is a lacuna. The provision which is invalid in whole or in part or the lacuna to be filled shall be remedied by an appropriate provision which in its meaning and purpose, as far as is legally possible, reflects what the contractual parties would have wanted had they considered this point at the time.
- (b) This agreement shall be subject to the laws of the Federal Republic of Germany. The uniform international on the sale of goods (CISG) shall not apply.
- (c) The place of performance for all claims from the contract concluded between us and the customer shall be Lübeck.
- (d) The place of jurisdiction shall be Lübeck. This place of jurisdiction is the sole competent place of jurisdiction for claims of the customer against SLM. SLM may bring action against the customer at the respective location of the appliance.

Date: May 2021