

General Terms and Conditions for Deliveries and Services of ZETTL GmbH

1. Scope of Application

- 1.1. These General Terms and Conditions (GTC) apply exclusively to all contracts for the delivery of systems, devices and other products by ZETTL GmbH (hereinafter "ZETTL"), including for software, accessories and spare parts, as well as for services provided by ZETTL. They apply accordingly to contracts for the production or delivery of a work (Sections 631 and 650 German Civil Code), insofar as their application is not excluded by the nature of the contract for the production of a work. Deviating provisions, in particular conflicting terms and conditions of the Customer, shall only be deemed agreed if they are expressly confirmed in writing by ZETTL as being applicable in place of these Terms and Conditions. These GTC shall also apply if ZETTL carries out the delivery to the Customer without reservation in the knowledge of conflicting or deviating terms and conditions of the Customer.
- 1.2. These GTC apply in personal respect exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), i.e. natural persons or legal entities acting in pursuit of their trade or business, as well as to legal entities under public law.
- 1.3. In the case of an ongoing business relationship, these GTC shall apply in their updated version as valid at the time of conclusion of the contract, even without explicit or implicit reference to all future transactions, in particular in the case of call-off orders or follow-up orders made verbally or by telephone.

2. Offers, Order, Conclusion of Contract

- 2.1. Offers from ZETTL are non-binding, unless expressly agreed otherwise in writing. Orders shall only become binding upon written order confirmation, unless the ordered delivery or service has already been performed or invoiced by ZETTL. The confirmation of receipt of electronic orders (e-mail) does not constitute a binding acceptance of the order. However, the confirmation of receipt can be combined with the declaration of acceptance. For orders in electronic business transactions, the text of the contract shall be saved by ZETTL and sent to the Customer on request together with these GTC by e-mail.
- 2.2. If ZETTL requires an export licence for the fulfilment of its obligations, the contract shall be concluded under the condition precedent that an export licence is granted. ZETTL is obliged to apply for a corresponding licence at the competent authority. In the event that the application is rejected, ZETTL shall have no further obligations.
- 2.3. Property rights and copyrights, in particular reproduction and distribution rights to illustrations, drawings, calculations and other documents that come into the possession of the Customer in connection with an offer from ZETTL or the execution of an order, shall remain with ZETTL. These documents may not be made accessible to third parties except in cases of resale in accordance with their intended purpose and must be returned to ZETTL upon request if the contract is not concluded or fails.
- 2.4. All correspondence in connection with the commissioning of ZETTL must be sent to the address stated in the order confirmation and must contain all information required for processing (number and date of the order confirmation and item number).

3. Delivery Dates

- 3.1. The dates and deadlines for deliveries or services specified by ZETTL are only approximate, unless they have been agreed in writing with a date determined by calendar. Specified delivery periods shall commence upon dispatch of the written order confirmation, but not before receipt of the down payment and the provision of the documents and approvals to be procured by the Customer as well as clarification of open commercial or technical questions and not before receipt of any required official certificates or approvals. Compliance with the delivery time is subject to correct and on-time delivery of required supply to ZETTL. ZETTL shall inform the Customer immediately of any delays that become apparent.
- 3.2. The delivery and performance deadlines shall be deemed to have been met if the delivered goods have left ZETTL's construction premises or ZETTL has notified the Customer of readiness for dispatch or the service has been performed until expiry of the agreed deadline. ZETTL is entitled to make partial deliveries within the scope of what is reasonable for the Customer.
- 3.3. Should it be impossible or economically unreasonable for ZETTL to meet agreed delivery dates due to force majeure, official measures, disasters such as fire or flooding, pandemics or epidemics, quarantine, war, riots, strikes in its own plants, delivery facilities, at suppliers or in the area of means of transport, power failure or failure of telecommunication lines, ZETTL shall be entitled to make up for the delivery after the reason for the obstruction has ceased. This shall also apply if their occurrence or outbreak was already known prior to the conclusion of the contract. In the event of a delay in delivery of more than four months, the Customer is entitled to reject the delivery and to withdraw from the contract. The Customer has no further rights or claims due to non-delivery or late delivery for such reasons, even if these reasons only occur when the delivery period has already been exceeded or ZETTL was in default.
- 3.4. Any interruption in the execution of work on deliveries or services due to the processing and discussion of a request from the Customer for changes or additional services is the sole responsibility of the Customer and requires a mutually agreed revision of the schedule.
- 3.5. If the delivery date is not met due to the sole fault of ZETTL, the Customer may, starting from the sixth working day thereafter (Monday to Friday, excluding public holidays), demand payment of a contractual penalty in the amount of 0.1% of the agreed total net price for each working day or part thereof that the delivery date is exceeded, but in total no more than 5% of the value of that part of the total delivery that cannot be used on time or in accordance with the contract as a result of the delay. Further claims for damages due to delay are excluded.
- 3.6. If the delivery is not collected at the agreed time or within one week after ZETTL has notified readiness for delivery, ZETTL reserves the right to charge reasonable storage costs.

4. Terms of Delivery, Transfer of Risk and Acceptance

- 4.1. Delivery by ZETTL shall be ex ZETTL's place of manufacture (EXW Incoterms 2020)
- 4.2. The risk shall pass to the Customer upon delivery in accordance with section 4.1. This shall also apply in the case of partial deliveries and also if acceptance is still to be carried out at the installation site.

- 4.3. Delivered items, even if they have insignificant defects, must be accepted by the Customer without prejudice to his warranty rights. Complaints regarding transport damage must be made by the Customer in due time against freight forwarders, carriers and their insurance companies or similar.
- 4.4. If acceptance of the delivery item has been agreed (e.g. in the case of agreed assembly or commissioning of the system), acceptance must be carried out and recorded in the presence of both parties when the system is commissioned.
- 4.5. Acceptance shall also be deemed to have taken place without formal acceptance as soon as the delivery item is used in production, but no later than four weeks after delivery and twelve weeks after notification of readiness for dispatch.
- 4.6. If delivery or acceptance is delayed or does not take place due to circumstances for which ZETTL is not responsible, the risk shall pass to the Customer on the day of notification of readiness for dispatch or acceptance. In this case, ZETTL undertakes to procure the insurance of the delivery item as requested by the Customer at the Customer's expense.
- 4.7. The Customer is obliged to maintain delivered or installed delivery items until acceptance in accordance with ZETTL's maintenance instructions and to submit corresponding proof thereof.

5. Retention of Title

- 5.1. ZETTL retains title to the delivery items until the Customer has fulfilled all of ZETTL's claims arising from the order.
- 5.2. As long as the ownership has not yet been transferred to the Customer, the Customer is obliged to treat the delivery items with care and to maintain them in accordance with ZETTL's instructions. In addition, the Customer is obliged to insure them at its own expense against damage from theft, fire, water or vandalism at replacement value. The Customer hereby assigns its claims against the insurer with regard to the delivery items to ZETTL; ZETTL accepts this assignment. ZETTL also declares the reassignment of these claims to the Customer under the condition precedent of the expiry of the retention of title due to full payment of all claims of ZETTL.

6. Warranty

- 6.1. Unless otherwise agreed, ZETTL warrants for a period of twelve months from delivery (Clause 4.1.), in the case of production or delivery of a work from the day of acceptance, that the delivery items comply with the agreed specifications, the state of the art and the CE standards and do not have any material or processing defects. Within this period, ZETTL shall bear the labour and material costs for the repair or replacement of defective components. If there is a case according to Section 6.5, the statutory warranty period shall apply.
- 6.2. The warranty period for repaired or replaced parts begins again on the respective delivery date but ends no later than six months after the end of the initial warranty period.

- 6.3. Unless the parties agree otherwise, the warranty for defects of title shall be limited to the territory of the Federal Republic of Germany. In addition, the provisions of Section 7 shall apply to copyrights and other industrial property rights.
- 6.4. If the rectification or replacement fails, the Customer may, at his discretion, demand a reduction of the remuneration or compensation for damages or withdraw from the contract, unless a further attempt of subsequent improvement or replacement cannot reasonably be expected of him. In the case of only minor defects, however, the Customer has no right of cancellation. If the Customer chooses to withdraw from the contract due to a defect after subsequent fulfilment has failed, he shall not be entitled to any additional claim for damages. If he chooses compensation for damages after subsequent fulfilment has failed, the goods shall remain with the Customer if this is reasonable for him. The compensation for damages is then limited to the difference between the purchase price and the value of the defective item. This shall not apply if ZETTL has maliciously caused the breach of contract. The Customer may only assert claims for damages under the conditions specified in Section 8.
- 6.5. The exclusion or limitation of claims for defects shall not apply in the event of intentional, grossly negligent or fraudulent behaviour on the part of ZETTL, in the event of culpable injury to life, limb or health, in the event of the assumption of a guarantee or a procurement risk (Section 276 BGB) and in the event of mandatory statutory liability, e.g. under the German Product Liability Act.
- 6.6. The above warranty provisions do not constitute a limitation of a merchant's duty to examine the received goods and to give notice of defects under Section 377 HGB (German Commercial Code).

7. Copyrights and Industrial Property Rights

- 7.1. The Customer shall be liable for the correctness of the documents to be supplied by it, such as samples and drawings. If third party property rights are infringed due to the production of the delivery items according to drawings, samples or other information provided by the Customer, the Customer shall indemnify ZETTL from all claims of the property right holder.
- 7.2. Insofar as the scope of delivery also includes software subject to licence, ZETTL shall grant the Customer a simple, non-exclusive right to use this software in the program version valid at the time of delivery (release) on the delivered system upon full payment of the purchase price. This right is only transferable together with the delivery item in which the software is installed. Otherwise, all rights to the software shall remain with ZETTL or the software manufacturer.
- 7.3. Property rights deriving from the results of work or service performed in projects with the Customer shall remain exclusively with ZETTL, unless the respective work or service results were created exclusively by employees of the Customer or by third parties on behalf of the Customer (e.g. as part of a Customer contribution). No transfer of industrial property rights to the Customer shall take place unless this has been individually and expressly agreed with the Customer in writing. Even in the event of an expressly agreed transfer of property rights, ZETTL shall remain entitled to use ideas, concepts, experience, tools, programme development components, technologies and other work results developed or obtained during the provision of services by ZETTL to the Customer free of charge. If both contracting parties have contributed to the creation of the work or service results, they are jointly entitled to the property right thereto according to their share in the respective result. With regard to their share of the respective result, the parties grant each other a licence-free, non-exclusive and unlimited right of use.

- 7.4. Each party is obliged to notify the other party immediately in writing upon receipt of information that a third party claims the infringement of copyrights or other industrial property rights due to the contractual use of the goods or work delivered or services rendered by ZETTL, if the use of these goods, work or services is or threatens to be restricted or prohibited in the country of the place of performance due to such claims. If and insofar as ZETTL is liable for warranty or liability according to Sections 6. and 8. and the agreements made with the Customer, ZETTL shall fulfil or defend these claims or end the disputes by settlement at its own discretion and at its own expense. The Customer shall support ZETTL in its defence in every reasonable way. ZETTL shall bear all financial burdens resulting from a judgement against the Customer, including any damages awarded to a third party and the costs of the proceedings. ZETTL shall bear the costs of a settlement if ZETTL agrees to the settlement. The Customer grants ZETTL the sole authority to decide on the legal defence and settlement negotiations. It shall grant ZETTL the necessary powers of attorney in each individual case.
- 7.5. Should ZETTL come to the conclusion that a product may become the subject of a property right complaint, ZETTL shall be entitled, at its own discretion, to
- to obtain the right for the Customer to continue using the product at its own expense,
 - to replace the product to a reasonable extent at its own expense or to modify it in such a way that it no longer infringes the rights of third parties or
 - to take back the product and refund the purchase price to the Customer less an appropriate usage fee.
- 7.6. ZETTL shall have no obligations if the Customer itself is responsible for the infringement of the property rights, e.g. if claims by third parties are caused because software, machines or parts thereof are changed by the Customer or connected to programs or data not provided by ZETTL. This shall also apply if the infringement of the property rights is attributable to special specifications made at the instruction of the Customer or was caused by a type of use contrary to the contract or not foreseeable by ZETTL.

8. Limitation of Liability

- 8.1. ZETTL shall be liable in accordance with the statutory provisions in cases of intent, gross negligence and fraudulent behaviour as well as for culpable injury to life, body or health, for claims under the Product Liability Act and other mandatory statutory liability and if it has assumed a guarantee for the quality of an item or for a performance success or a procurement risk in accordance with Section 276 BGB and the damage results from a defect of this quality, a failure of this success or the failure of the procurement. If a fixed delivery date has been agreed, it shall also be liable in the event of default in accordance with the statutory provisions, unless otherwise contractually agreed.
- 8.2. ZETTL shall only be liable for property damage and financial loss caused by simple or slight negligence in the event of a breach of a material contractual obligation but limited to the amount of damage foreseeable at the time of conclusion of the contract and typical for the contract. Material contractual obligations are those whose fulfilment is essential for the proper performance of the contract and on whose compliance the Customer relies and may rely.

- 8.3. Otherwise, ZETTL shall only be liable for damages for which it is not at fault and for property damage and financial losses caused by simple or slight negligence if the type and scope of the damage is covered by its business or product liability insurance. Any further liability, in particular liability for indirect damage or consequential damage, such as loss of profit or damage due to loss of production, is excluded. ZETTL has business and product liability insurances in the amount of € 20 million each for property damage and personal injury and € 5 million for financial losses.
- 8.4. Contractual claims in accordance with the above paragraphs 8.2. and 8.3. can only be asserted within a preclusion period of one year from the start of the statutory limitation period.
- 8.5. None of the above provisions on the limitation of liability shall result in a reversal of the burden of proof or a limitation of claims for subsequent fulfilment.
- 8.6. Insofar as ZETTL's liability is excluded or limited, the personal liability of executives, employees, representatives and agents of ZETTL shall also be limited or excluded. The above exclusions and limitations of liability shall apply accordingly to non-contractual and pre-contractual liability and (without prejudice to the statutory supplier recourse) to claims for reimbursement of expenses.

9. Cancellation of the Order

- 9.1. If the Customer cancels the order placed, ZETTL shall immediately cease all work for this and, at the request of the Customer, hand over to the Customer the delivery item and technical documents, insofar as these have already been created and are to be handed over in accordance with the contract. In the event of cancellation by the Customer, ZETTL shall be remunerated as follows:
- Cancellation after conclusion of contract and before start of production: 50 % of the agreed total price
 - Cancellation after start of production and before delivery: 90 % of the agreed total price
 - Cancellation after delivery: 100 % of the agreed total price
- 9.2. If the advance payment made by the Customer exceeds the aforementioned remuneration, ZETTL shall refund the difference.

10. Export Regulations

- 10.1. The delivery items are intended for final destination in the country of delivery agreed with the Customer and may not be exported without authorisation. The Customer is aware that the export of the delivery items, including the technical information transmitted with them, may also be restricted by the export regulations of the Federal Republic of Germany and other countries, in particular the United States of America. If ZETTL grants permission for export, the Customer is obliged to comply with the relevant export regulations.
- 10.2. The Customer is obliged to observe the relevant sanctions lists of the European Union, the German Federal Government, the US export authorities or other relevant countries, e.g. the European Sanctions List, Denied Persons List, as well as other warnings of the competent authorities in the respective current version and to act accordingly.

- 10.3. ZETTL is not obliged to deliver products or fulfil contractual obligations if the relevant delivery or provision of services would lead to a violation of export regulations or country-specific export restrictions of the Federal Republic of Germany, the European Union, the United States of America or the relevant export control regulations of other countries.

11. Statute of Limitations

- 11.1. Subject to the provision in Section 11.2, claims of the Customer - for whatever legal reasons - shall become time-barred after twelve months; this also applies to the limitation period for recourse claims in the supply chain pursuant to Section 445b para. 1 BGB. The suspension of expiry pursuant to Section 445b para. 2 BGB remains unaffected; it ends at the latest five years after the time at which ZETTL delivered the delivery item to the Customer. These provisions on the limitation period for recourse claims and the suspension of expiry shall not apply if the last contract in this supply chain is a purchase of consumer goods.
- 11.2. The statutory limitation periods shall apply to claims for damages pursuant to Section 8.1. They shall also apply to defects in a building or to delivery items that have been used for a building in accordance with their normal use and have caused its defectiveness.

12. Rights to Refuse Performance and Offsetting

The Customer shall only be entitled to set-off if its counterclaims are legally established, undisputed or recognised by ZETTL. Rights of retention or other rights to refuse performance can only be asserted against ZETTL if and insofar as they are based on the same contractual relationship. Even in the case of an ongoing business relationship, each individual order shall be regarded as a separate contractual relationship. Complaints of defects of any kind whatsoever shall not entitle the Customer to withhold payments unless the defects complained of have been legally established, are undisputed or have been recognised by ZETTL.

13. Final Provisions

- 13.1. Amendments and supplements to the agreements made between the parties must be made in text form (e.g. by e-mail) and require express reference to the order affected thereby. This also applies to the cancellation of the text form requirement.
- 13.2. German law shall apply exclusively between the parties to the exclusion of the conflict of laws provisions and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG). This also applies to non-contractual claims. If foreign law must be applied in individual cases, these GTC shall be interpreted in such a way that the economic purpose pursued with them is achieved as far as legally possible.
- 13.3. The place of jurisdiction is Munich (District Court Munich I, Chamber for Commercial Matters). However, each contracting party shall also be entitled to sue the other party at its general place of jurisdiction.
- 13.4. In case of diversions between the German and the English version of these General Terms and Conditions for Deliveries and Services of ZETTL GmbH, the German version shall prevail.