

LEIBINGER GMBH

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General Terms and Conditions of Leibinger GmbH

Note: These General Terms and Conditions are issued in German and English. This English version is provided as a courtesy translation. In case of any discrepancy of interpretation, the German version shall prevail.

§ 1 Scope of Application, Conclusion of Contract

(1) These General Terms and Conditions ("GTC") govern all deliveries, services and offers of Leibinger GmbH ("Leibinger") to its contracting partner ("Customer"). They apply exclusively. The GTC form an integral part of all contracts concluded with the Customer and shall also apply to all future business transactions without the need for a separate reference.

(2) These GTC apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. Transactions with consumers are not covered by these GTC.

(3) Conflicting, deviating or supplementary terms and conditions of the Customer shall not become part of the contract — even if known to Leibinger — unless Leibinger has expressly agreed to them in writing in the individual case. The unconditional acceptance or execution of an order does not constitute such consent.

(4) Offers made by Leibinger are non-binding unless expressly designated as binding or stated to be valid for a specific period. An order placed by the Customer constitutes a binding offer to conclude a contract, which Leibinger may accept within two weeks of receipt by means of an order confirmation in text form or by execution of the delivery.

(5) The written order confirmation issued by Leibinger is decisive for the content and scope of the contractual obligations. Verbal collateral agreements require confirmation in text form to become effective.

(6) These GTC are incorporated in particular by reference in Leibinger's offer, order confirmation or other contract-related correspondence. By any conduct of the Customer indicating acceptance of the contractual offer — in particular by making the down payment or any other contract-related payment, by calling for or accepting delivery, or by other contract-related conduct — these GTC shall be deemed agreed, unless the Customer objects to their incorporation in text form within ten working days of receipt of the order confirmation. In business-to-business transactions (Section 14 BGB), silence without timely objection shall be deemed consent to the incorporation of these GTC.

§ 2 Quotation, Documents, Confidentiality

- (1) Information contained in brochures, catalogues, data sheets and other descriptions (in particular regarding dimensions, weights, performance values, consumption data and tolerances) constitutes industry-standard approximate values. Such information does not represent guaranteed characteristics or quality guarantees within the meaning of Section 443 BGB; a guarantee is granted only where it is expressly designated as such.
- (2) Leibinger retains title and all copyrights and industrial property rights in all offers, cost estimates, drawings, calculations, design documents, models, tools and other technical documents. Disclosure to third parties, reproduction or use beyond the specific contractual purpose is permitted only with the prior consent of Leibinger in text form.
- (3) The Customer is obligated to treat all technical, commercial and operational information disclosed in the course of the business relationship as confidential, unless such information is or becomes publicly known without breach by the Customer. This confidentiality obligation shall remain in effect for a period of five years beyond the end of the business relationship.
- (4) All documents and aids provided shall be returned in full to Leibinger or — at Leibinger's option — destroyed without delay upon request, as soon as they are no longer required in the ordinary course of business or if contractual negotiations do not result in the conclusion of a contract.

§ 3 Prices, Payment, Default

- (1) The prices quoted in the order confirmation apply — unless otherwise agreed — ex works Teningen (EXW pursuant to Incoterms 2020) plus packaging, shipping, insurance, customs duties and any value added tax payable at the statutory rate.
- (2) **Unless otherwise agreed, the purchase price for contracts concerning machinery and plant shall be paid in four instalments as follows: 30% of the order value as a down payment upon order confirmation, 30% within 30 days of the order confirmation, 30% upon completion of the machine prior to dispatch (payable against notice of readiness for dispatch), and 10% upon successful commissioning, but no later than 60 days after receipt of the machine by the Customer. Other invoices are payable within 14 days of the invoice date without deduction.**
- (3) The decisive factor for the timeliness of payment is the unconditional credit to a business account designated by Leibinger. Cheques and bills of exchange are accepted only by separate agreement and always on account of performance; they shall be deemed payment only upon irrevocable credit.
- (4) If the Customer is in default of payment, default interest shall be charged at a rate of **nine percentage points above the applicable base interest rate** pursuant to Section 288 (2) BGB. In addition, Leibinger is entitled to claim a **lump-sum default fee of EUR 40.00** pursuant to Section 288 (5) BGB. The assertion of further damages caused by default, in particular higher interest, remains reserved; the lump-sum fee shall be credited against any owed damages to the extent that the damages are based on costs of legal proceedings.
- (5) Set-off against counterclaims of the Customer or the exercise of a right of retention is permitted only insofar as the counterclaim is undisputed, has been established in a final and binding judgment, or arises from the same contractual relationship.
- (6) If, after conclusion of the contract, circumstances become known to Leibinger that are likely to materially impair the creditworthiness of the Customer (e.g. cessation of payments, application for opening of insolvency proceedings, significant deterioration of financial standing), Leibinger is entitled to perform outstanding deliveries and services only against advance payment or security and, after expiry of a reasonable grace period, to withdraw from the contract.

§ 4 Delivery Time, Delays, Force Majeure

- (1) Delivery dates and periods are binding only if expressly designated as such in the order confirmation. The commencement of any delivery period requires the timely and complete fulfilment of the Customer's duties to cooperate, in particular the technical clarification of all specifications, the provision of necessary documents, permits and approvals, and the agreed advance payment.
- (2) Where dispatch has been agreed, delivery periods and dates refer to the time of handover to the carrier, freight forwarder or other third party engaged with transport. Upon notice of readiness for dispatch, the delivery deadline is deemed to have been met if dispatch is impossible for reasons not attributable to Leibinger.
- (3) Leibinger is entitled to make partial deliveries to the extent that this is reasonable for the Customer, the partial delivery is usable within the contractual purpose, the delivery of the remaining ordered goods is ensured, and the Customer does not incur substantial additional effort or costs as a result.
- (4) Events of force majeure and other unforeseeable events not attributable to Leibinger shall release Leibinger from its performance obligations for the duration of their effects. These include in particular natural disasters, war, terrorist attacks, pandemics and pandemic-related governmental measures, energy shortages, strikes and lawful lock-outs, cyberattacks, disruptions of the supply, sourcing or transport chain — including the failure or delayed delivery of domestic or foreign sub-suppliers, provided that Leibinger has covered itself congruently — as well as embargoes, sanctions, customs and other sovereign measures, insofar as they materially impede or prevent performance. Delivery and service periods shall be extended by the duration of the impediment plus a reasonable restart period.**
- (5) If an impediment within the meaning of paragraph 4 lasts longer than four months, both parties are entitled to withdraw from the contract with respect to the unperformed portion. Claims for damages are excluded in this case, unless otherwise provided for in § 8 of these GTC.
- (6) If Leibinger is in default of delivery, the Customer may claim lump-sum damages for delay in the amount of 0.5% of the net price of the delayed delivery for each completed week, up to a maximum total of 5% of the net price of the delayed delivery. Leibinger's right to prove a lower loss and the Customer's right to claim higher damages pursuant to § 8 remain unaffected.

§ 5 Passing of Risk, Shipment, Acceptance

- (1) The risk of accidental loss and accidental deterioration of the delivered goods shall pass to the Customer at the latest upon handover to the carrier, freight forwarder or other third party engaged with transport. If dispatch is delayed at the request of or for reasons attributable to the Customer, the risk shall pass already upon notice of readiness for dispatch.
- (2) Unless instructed otherwise by the Customer, Leibinger shall select the type of dispatch, route and packaging at its dutiful discretion, taking into account the nature of the delivery. Transport insurance shall be taken out only at the express request and at the expense of the Customer.
- (3) Storage costs incurred after passing of risk shall be borne by the Customer. In the case of storage by Leibinger, 0.25% of the net invoice amount per commenced week shall be charged. Both parties reserve the right to provide evidence of higher or lower storage costs.
- (4) Where acceptance has been contractually agreed or arises from the nature of the contract, it shall be performed without delay upon notice of readiness for acceptance. Acceptance may not be refused on the basis of insignificant defects.

(5) The delivered goods are deemed to have been accepted if (i) delivery and — where owed by Leibinger — installation have been completed, (ii) Leibinger has notified the Customer thereof, referring to the deemed acceptance under this clause, and has requested acceptance, (iii) twelve working days have passed since such notification, or six working days have passed since the Customer commenced regular use of the delivered goods, and (iv) the Customer has failed to declare acceptance within that period for any reason other than a defect notified to Leibinger that materially impairs the suitability of the goods.

§ 6 Retention of Title

(1) All delivered goods shall remain the property of Leibinger ("Reserved Goods") until full payment of all claims arising from the business relationship with the Customer. Pledging, transfer by way of security or other security-related transfer of the Reserved Goods prior to full payment is not permitted.

(2) The Customer is entitled to process or sell the Reserved Goods in the ordinary course of business as long as it is not in default of payment. Any processing shall be carried out for Leibinger as manufacturer within the meaning of Section 950 BGB, without giving rise to any obligations on the part of Leibinger. If processing is carried out together with items not owned by Leibinger, Leibinger shall acquire co-ownership in the new item in proportion to the value of the Reserved Goods to the value of the other processed items at the time of processing.

(3) The Customer hereby assigns to Leibinger any claims arising from the resale of the Reserved Goods up to the gross invoice amount agreed with Leibinger. Leibinger accepts the assignment. The Customer is revocably authorized to collect the assigned claims; Leibinger's right to collect the claims itself shall remain unaffected.

(4) The Customer shall inform Leibinger without delay in text form of any access by third parties to the Reserved Goods or assigned claims, in particular attachment, and shall provide all documents required for an intervention. Costs of a successful intervention shall be borne by the Customer to the extent that they are not reimbursed by third parties.

(5) If the realizable value of the securities exceeds the outstanding claims of Leibinger against the Customer by more than 10%, Leibinger shall release securities of its choice at the Customer's request.

(6) In the event of breach of contract by the Customer, in particular default of payment, Leibinger is entitled — after expiry of a reasonable grace period without success — to take back the Reserved Goods. Such repossession or attachment of the Reserved Goods by Leibinger shall constitute a withdrawal from the contract only if Leibinger expressly declares this.

§ 7 Rights in Case of Defects

(1) The condition of the delivered goods is determined exclusively by the agreed technical specifications. If quality features have not been expressly agreed, the values stated in Leibinger's data sheets, manuals and drawings shall be the relevant condition. Any objective requirements going beyond this within the meaning of Section 434 BGB as in force since 1 January 2022 shall become part of the contract only if expressly agreed; in B2B transactions, Section 434 (3) BGB applies only within the limits of Section 442 BGB.

(2) The Customer must inspect the delivered goods carefully and without delay upon arrival at the destination. Obvious defects must be reported in text form within seven working days of delivery; hidden defects within seven working days of discovery (Section 377 of the German Commercial Code, HGB). If the Customer fails to give notice, the goods shall be deemed approved in this respect.

(3) In the event of a duly notified material defect, Leibinger shall, at its option, remedy the defect or deliver goods free of defects (subsequent performance). The expenses required for the purpose of subsequent performance — in particular transport, travel, labour and material costs — shall be borne by Leibinger. If the goods are located at a place other than the agreed place of destination, the Customer shall bear the resulting additional costs.

(4) If subsequent performance fails, is unreasonable, or is seriously and finally refused by Leibinger, the Customer may, in accordance with statutory provisions, withdraw from the contract or reduce the purchase price. Claims for damages exist exclusively in accordance with § 8 of these GTC.

(5) In the event of defects in parts, components or machinery manufactured by other producers and procured by Leibinger from domestic or foreign suppliers, which Leibinger is unable to remedy itself for licensing or factual reasons, Leibinger shall, at its option, either assign the warranty claims to which it is entitled against the producer or sub-supplier to the Customer, or assert these claims for the Customer's account. Warranty claims against Leibinger in such cases exist only insofar as judicial enforcement of the aforementioned claims against the producer or sub-supplier was unsuccessful or futile, e.g. due to insolvency or lack of international enforceability.

(6) Claims for defects shall lapse if the Customer modifies the delivered goods, or has them modified by third parties, without Leibinger's prior consent, and remedy of the defect is thereby rendered impossible or unreasonably difficult. Likewise excluded are claims for damage resulting from improper storage, faulty commissioning, unsuitable operating equipment, natural wear and tear, faulty or negligent handling, improper maintenance, failure to observe the operating and maintenance instructions, as well as chemical, electrochemical, electrical or weather-related influences, insofar as these are not attributable to Leibinger.

§ 8 Liability, Limitation of Liability

(1) Leibinger shall be liable without limitation in accordance with the statutory provisions for damages arising from injury to life, body or health resulting from a negligent breach of duty by Leibinger or an intentional or negligent breach of duty by a legal representative or vicarious agent, for damages covered by the German Product Liability Act (ProdHaftG), for damages resulting from intentional or grossly negligent breach of duty, in cases of fraud, and where an express guarantee has been given.

(2) In the event of a slightly negligent breach of essential contractual obligations (cardinal duties) — i.e. obligations whose fulfilment is essential for the proper execution of the contract and on the observance of which the Customer may regularly rely — Leibinger's liability shall be limited in amount to the foreseeable damage typical for the contract.

(3) The liability set out in paragraph 2 is limited per case of damage to a maximum amount of **EUR 50,000.00**. In all other respects, in particular in the cases listed in paragraph 1, the statutory limits of liability shall apply.

(4) Any liability of Leibinger going beyond this — on whatever legal grounds, in particular for slightly negligent breach of non-essential contractual obligations — is excluded.

(5) The above limitations of liability shall also apply in favour of Leibinger's legal representatives, executive employees and other vicarious agents.

(6) No change of the burden of proof to the detriment of the Customer is associated with the above provisions.

§ 9 Limitation Period

(1) The limitation period for claims and rights of the Customer due to defects in the delivery or service — on whatever legal grounds — shall be twelve months from passing of risk or, where acceptance has been agreed or is required, from acceptance.

(2) The reduction under paragraph 1 does not apply to (i) the cases listed in § 8 (1) of these GTC, (ii) claims under Section 438 (1) no. 2 BGB (buildings and items used for buildings), (iii) claims under Section 445b BGB (recourse claims of the seller within the supply chain), and (iv) claims under Section 634a (1) no. 2 BGB (defects in buildings). In these cases, the statutory limitation periods apply.

(3) Other contractual and non-contractual claims for damages of the Customer shall lapse within the statutory limitation periods, unless the foregoing reduction applies.

§ 10 Use of Software

(1) Insofar as the scope of delivery includes software, firmware or embedded software ("Software"), Leibinger grants the Customer a non-exclusive, non-transferable and non-sublicensable right to use the Software in conjunction with the delivered machine for the agreed term. If no term has been agreed, the right of use shall apply for the lifetime of the delivered goods.

(2) The Customer may use the Software exclusively for the intended operation of the delivered goods. Reproduction of the Software is permitted only insofar as necessary for the intended use; the creation of a backup copy remains permitted. Modification, translation, decompilation or reverse engineering is not permitted, subject to the exceptions under Sections 69d and 69e of the German Copyright Act (UrhG).

(3) Insofar as the Software contains open-source components, the terms of the respective open-source licenses shall apply additionally and shall be made available by Leibinger upon request. In the event of conflict, the open-source license terms shall prevail.

(4) Updates, upgrades and new program versions shall be made available — unless owed under a separate maintenance or service agreement — only by separate agreement and against remuneration.

(5) The Customer is obliged to leave references to copyrights, trademark rights and ownership rights of Leibinger or its licensors unchanged and, in particular, not to remove them.

§ 11 Export and Import Control

(1) Performance of the contract is subject to the proviso that no obstacles arise from national or international foreign trade, export control, embargo or sanctions regulations. The provisions of German foreign trade law, the regulations of the European Union, the United States, and any other relevant jurisdictions shall apply.

(2) The Customer undertakes to comply with all applicable national and international (re-)export control regulations whenever passing on goods, software or technologies supplied by Leibinger to third parties — whether domestically or abroad. This includes in particular the screening for sanctioned persons, entities and end uses.

(3) Delays due to authorization procedures or export control reviews shall result in a corresponding extension of delivery deadlines. Should required permits not be granted or be subsequently withdrawn, Leibinger shall be entitled to withdraw from the contract; claims for damages by the Customer shall be excluded in such cases, unless otherwise provided in § 8 of these GTC.

(4) The Customer shall indemnify Leibinger upon first demand from any claims by third parties and any fines arising from a breach by the Customer of export or import regulations.

§ 12 Data Protection

(1) Leibinger processes personal data of the Customer and its employees exclusively in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR), the German Federal Data Protection Act (BDSG) as amended from time to time, and other applicable data protection provisions.

(2) Personal data is processed for the purpose of contract initiation, contract performance and to fulfil legal obligations. The legal bases are in particular Article 6 (1) (b) GDPR (performance of a contract), (c) GDPR (legal obligation) and (f) GDPR (legitimate interests, e.g. to safeguard business operations and IT security).

(3) Personal data shall only be transferred to third parties to the extent necessary for contract performance, where there is a legal obligation, or where valid consent of the data subject has been given. In the event of a transfer to third countries, Leibinger shall ensure an adequate level of data protection, in particular by means of standard contractual clauses pursuant to Article 46 (2) GDPR.

(4) Data subjects have the rights set out in Articles 15 to 22 GDPR vis-à-vis Leibinger, in particular the rights of access, rectification, erasure, restriction of processing, data portability and objection. Inquiries should be addressed to: Leibinger GmbH, Brühlstraße 10, 79331 Teningen, e-mail: datenschutz@leibinger.eu. Data subjects also have the right to lodge a complaint with the competent supervisory authority.

(5) The Customer shall ensure that any transfer of personal data of its employees or other data subjects to Leibinger complies with applicable data protection laws; in particular, the Customer shall ensure that any required information of the data subjects has been provided and that any required consents have been obtained.

§ 13 Final Provisions

(1) The contractual relationships between Leibinger and the Customer shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of performance for all obligations arising from this contractual relationship is **Teningen**. If Leibinger additionally owes installation or commissioning, the place of installation shall be the place of performance for these services.

(3) The exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between Leibinger and the Customer is **Freiburg im Breisgau**. Leibinger is, however, also entitled to bring proceedings against the Customer at its general place of jurisdiction.

(4) Should individual provisions of these GTC be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. The parties shall replace the invalid or unenforceable provision with a valid and enforceable arrangement that comes closest to the economic purpose of the invalid or unenforceable provision. The same applies to any gaps in the provisions.

(5) Amendments and supplements to these GTC and to individual agreements must be made in text form. This shall also apply to any amendment of this text-form clause.

(6) These GTC are drawn up in German and English. In case of any questions of interpretation, the German version shall be exclusively authoritative.

Version: April 2026.

A final review by legal counsel prior to use is recommended.