

General Terms and Conditions

1. General, Scope

1.1 The terms and conditions set forth herein are the exclusive terms and conditions that apply to all current and future business transactions of DFT Services GmbH, Darmstadt, Germany ("DFT"), with its customers.

1.2 Any terms or conditions of the customer that conflict with, deviate from, or supplement these terms and conditions shall not become part of the Contract, unless DFT has expressly agreed to their application in writing. This applies even if DFT performs or delivers without reservation while aware of such conflicting, deviating, or supplementary terms and conditions. DFT hereby expressly objects to any such terms and conditions of the customer.

2. Contract Formation

2.1 Any offers made by DFT are non-binding and subject to change at any time, unless the parties have agreed in writing on a binding validity period.

2.2 The customer is bound by its order upon receipt of the order by DFT. A contract (the "Contract") is deemed concluded upon the customer's receipt of DFT's written confirmation of the order or upon effective delivery of the applicable goods to the customer in accordance with these terms and conditions, whichever occurs first.

2.3 The scope and type of delivery for an order are determined exclusively by DFT's written confirmation relating to such order. Any errors or omissions in DFT's sales brochures, price lists, quotations, or other documentation may be corrected by DFT without DFT incurring any liability for damages or compensation in relation to such errors or omissions.

2.4 For purposes of these terms and conditions, "written" or "in writing" includes written form, fax, and email, unless mandatory statutory form requirements provide otherwise.

3. Payment; Set-Off; Withholding; Contractual Penalties

3.1 The purchase price under the Contract is the price specified by DFT for such Contract and applies ex works (EXW) DFT's premises, exclusive of any value-added tax. If no price is expressly indicated, DFT's price list in effect at the time of conclusion of the Contract shall apply.

If, at the customer's request, the sale involves delivery to a place other than the place of performance, any costs for packaging, shipping, freight, customs, insurance, and other

related costs shall be charged separately. If the customer fails to accept delivery when tendered by DFT, the customer remains obliged to make payment as if delivery had occurred.

3.2 If, after DFT's order confirmation and prior to performance of the Contract, cost increases or other circumstances arise that were not reasonably foreseeable at the time of the order confirmation (in particular significant increases in raw material, energy, or logistics costs, or changes in customs duties or other public charges), DFT is entitled to adjust the prices accordingly. Any price increase must be proportionate to such changed circumstances.

3.3 Unless otherwise stated in DFT's proposal or order confirmation, invoices issued by DFT become due upon DFT making the goods available to the customer and are payable in full, without deduction, within 10 days of the invoice date. Upon default in payment, any overdue amounts shall accrue interest at a rate of 9 percentage points above the basic interest rate of the European Central Bank. DFT reserves the right to assert further claims for damages caused by the default.

If the parties have agreed on payment in instalments and the customer is at least 10 days in arrears with an instalment, all outstanding amounts owed by the customer shall become immediately due and payable

3.4 The customer may set off its claims against claims of DFT only if such customer claims are undisputed or have been finally adjudicated by a court of competent jurisdiction. The customer may exercise a right of retention only with respect to claims arising from the same Contract on which the customer's payment obligation is based.

3.5 DFT will accept contractual penalties only if they are individually negotiated, set out in writing, and signed by DFT. Contractual penalty provisions contained in the customer's general terms and conditions are not binding on DFT.

Any contractual penalty is subject to sections 339 et seq. BGB (German Civil Code), provided that the party seeking to rely on a contractual penalty must demonstrate and prove all requirements for the forfeiture of such contractual penalty. Any contractual penalty shall be credited against other claims for damages. DFT reserves the right to prove that either no damage or only lesser damage has occurred

as compared to the contractual penalty amount and, in such case, to seek a corresponding reduction of the contractual penalty. If a forfeited contractual penalty is disproportionately high, it may be reduced by court judgment in accordance with section 343 BGB. Section 348 HGB (German Commercial Code) shall not apply.

4. Delivery; Force Majeure

4.1 Dates or periods for delivery and/or for making the goods available are non-binding unless a specific delivery date or period has been expressly agreed in writing by DFT.

4.2 DFT is entitled to make early deliveries and to make partial deliveries, provided such deliveries are reasonable for the customer.

4.3 If, due to events of force majeure, DFT is unable to deliver or make the goods available to the customer for a continuous period of three months or more, DFT's obligation to deliver or make the goods available under the Contract shall cease in its entirety.

4.4 DFT shall be entitled to postpone delivery or making the goods available for the duration of any force majeure event, plus a reasonable start-up period.

4.5 Events of force majeure are events beyond DFT's control that make delivery or performance impossible or unreasonably difficult. Force majeure events include, without limitation, strikes, lawful lockouts, war, acts of terrorism, pandemics or epidemics, import or export prohibitions, shortages of energy or raw materials, cyber-attacks on critical infrastructure, and delayed delivery to DFT of goods required for performance for reasons not attributable to DFT.

If DFT is released from its obligations as described in Section 4.3 above, the customer shall be entitled to rescind the affected Contract. Claims for damages for non-performance due to delay in delivery may only be asserted by the customer if the delay is caused by gross negligence or intent on the part of DFT.

5. Transfer of Risk

5.1 The risk of loss of or damage to the goods passes to the customer as soon as DFT has dispatched the goods from its premises (i.e., plant, factory, or warehouse) or upon handover of the goods to the applicable carrier or to the

customer itself, as the case may be. The foregoing shall also apply if DFT acts as the carrier for the goods.

5.2 If shipment or collection of the goods is delayed for reasons attributable to the customer, the risk of loss shall pass to the customer once the goods are ready for dispatch and DFT has notified the customer of such readiness.

6. Defective Goods

6.1 The customer must inspect the delivered goods immediately upon receipt. The customer must notify DFT in writing of any apparent defects within one week after receipt of the goods. Hidden defects must be notified to DFT in writing within two weeks after their discovery but in any event no later than one year after delivery of the goods.

If the customer fails to comply with the foregoing notification obligations, the goods shall be deemed accepted, and the rights set forth in Sections 6.2 and 6.3 below shall be excluded.

6.2 If the customer has notified DFT of defects in a timely manner and is thus entitled to subsequent performance, DFT shall, at its own cost, have the right to choose between remedying the defect and delivering substitute goods that are free from defects.

The foregoing shall not apply in cases of vandalism, misuse, incorrect operation, improper storage or soiling, normal wear and tear of parts, modifications to the goods, or improper repairs by the customer or third parties without DFT's prior written consent, or in the case of other defects not attributable to DFT.

6.3 If DFT ultimately fails to remedy a defect or to provide substitute delivery, or if DFT is otherwise unable to fulfil its obligation to provide subsequent performance within a reasonable period set by the customer, the customer may reduce the purchase price under the Contract or rescind the Contract. Instead of seeking subsequent performance, the customer may claim damages or reimbursement of expenses in accordance with the liability provisions of Section 7. However, if the customer rescinds the Contract, it shall have no right to claim damages with respect to the defective goods.

6.4 Insignificant, reasonable deviations in dimensions and design, particularly in the case of repeat orders, do not give

rise to claims for defects, unless compliance with dimensions or other specific specifications has been expressly agreed. Technical improvements and necessary technical changes shall also be deemed in conformity with the Contract, provided they do not result in a reduction in value.

6.5 Unless DFT has acted fraudulently, any claims of the customer relating to defects in the goods shall become time-barred and unenforceable one year after delivery of the applicable goods..

7. Liability

7.1 In accordance with the statutory provisions of German law, DFT is fully liable for damages resulting from injury to life, body, or health caused by an intentional or negligent breach of duty by DFT, its legal representatives, or vicarious agents, as well as for other damages caused by intentional or grossly negligent breaches of duty or by malice. In addition, DFT is fully liable for damages covered by mandatory statutory liability, such as under the German Product Liability Act, and in the event of the assumption of a guarantee.

7.2 For damages not covered by Section 7.1 and caused by simple or slight negligence, DFT is liable only if such negligence concerns the breach of material contractual obligations whose fulfilment is a prerequisite for the proper performance of the Contract and on whose observance the customer regularly relies and may rely (cardinal obligations). In such cases, DFT's liability is limited to the typical damages that are foreseeable at the time of conclusion of the Contract.

7.3 Except as provided in Section 7.1, DFT shall not be liable, in cases of simple or slight negligence, for any indirect, incidental, or consequential damages (including consequential damages resulting from defective goods) or for loss of profits, except where such damages are typical and foreseeable with respect to the breach of a cardinal obligation.

7.4 Any further liability of DFT beyond that set out in Sections 7.1 to 7.3 is excluded.

7.5 To the extent that DFT's liability is excluded or limited, such exclusion or limitation shall also apply to the personal

liability of DFT's legal representatives, employees, and other persons or entities engaged by DFT in the performance of its contractual obligations.

7.6 The limitations of liability set out in this Section 7 shall not apply to any legally prescribed strict liability, in particular any such strict liability arising from guarantees or product warranties.

8. Retention of Title

8.1 Ownership of the delivered goods shall remain with DFT until DFT has received full payment for such goods. Title to the goods shall not pass to the customer until DFT has received all payments due under the current applicable Contract.

8.2 Before obtaining title to the goods, the customer is not entitled to pledge the goods, assign them by way of security, process them, or alter them, except as expressly permitted below. The customer is, however, authorized to resell the goods to third parties in the ordinary course of business, provided no agreement is in place between the customer and the third party that prohibits assignment of the consideration. If a third party acquires rights in the goods as a result of such resale, the customer hereby assigns to DFT all corresponding rights and claims against such third party up to the amount of the invoiced value of the goods and services supplied by DFT. DFT hereby accepts such assignment. The customer is not authorized to make extraordinary dispositions, such as pledges or transfers by way of security, in favor of third parties.

8.3 Any combination, mixing, and/or processing of the goods (sections 947, 948, and 950 BGB (German Civil Code)) shall be deemed to have been carried out on behalf of DFT, without creating any obligation for DFT. DFT shall acquire co-ownership in the resulting product in proportion to the invoiced value of the goods and services supplied by DFT to the total invoiced value of the resulting product. If the goods have been resold to a third party, the assignment of rights and claims under Section 8.2 above shall be valid only up to the amount of the invoiced value of the goods and services supplied by DFT.

8.4 In the event of the customer's default in payment, DFT is entitled to notify any applicable third party of DFT's

retained title or security interest under the assignment described above and to assert its claims directly against such third party. The customer is obliged to provide DFT, in full and in a timely manner, with all documentation and information required for the enforcement of such claims and to inform DFT without undue delay of any events that may affect the rights and obligations described above.

8.5 The customer shall, at DFT's request, take all actions and execute all documents reasonably required to protect and perfect DFT's retention-of-title rights or equivalent security interests under the applicable law of the country in which the goods are located, including registration where necessary.

9. Tools, Patterns, Samples; Confidentiality

9.1 Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates, and other materials provided by DFT or manufactured on behalf of DFT for the customer, as well as any materials derived therefrom (collectively, "DFT Materials"), may not be made available to any third party or used for any purpose other than the contractually agreed purposes without DFT's prior written consent. DFT Materials shall be protected by the customer against unauthorized access and use. Without prejudice to any further rights of DFT, DFT may demand the return of DFT Materials if the customer breaches these obligations.

9.2 Materials and information provided by DFT remain the property of DFT and must be stored, clearly labelled as DFT's property, and administered separately at no cost to DFT. Their use is limited to the performance of orders placed with DFT. The customer shall provide replacements in the event of any loss of or reduction in value of such materials and information for which the customer is responsible, even in cases of simple negligence.

9.3 The customer shall treat as confidential any know-how, documentation, specifications, business processes, and other information that it receives from or about DFT in connection with the performance of the Contract, including the conclusion of the Contract and any results arising therefrom, and shall keep such information confidential vis-à-vis third parties beyond the term of the Contract for as long as and to the extent that such information has not

become publicly known by lawful means or DFT has not consented in writing to its disclosure in the specific case.

The customer shall make confidential information available only to those employees who need such information for the fulfilment of their duties and shall ensure that such employees are also bound by a duty of confidentiality. The customer shall use the confidential information exclusively for the purpose of performing the Contract. Where the customer engages a third party as a subcontractor, the customer shall ensure that such third party is bound in writing to confidentiality obligations consistent with this Section 9.

10. Supplementary Provisions; Export Control; Jurisdiction; Governing Law

10.1 DFT shall not be obligated to perform the Contract if performance is prevented by impediments arising from national or international foreign trade or customs regulations, embargoes, or other sanctions applicable to DFT, the customer, or the goods. This includes, without limitation, sanctions and export-control regulations of the European Union, the Federal Republic of Germany, the United States of America, and any other applicable jurisdiction. The customer shall comply with all applicable foreign trade, export-control, and sanctions laws and regulations in connection with the goods and shall provide DFT, upon request, with all information necessary for DFT's compliance with such laws and regulations.

10.2 To the extent that these terms and conditions do not contain specific provisions on a particular matter, the relevant statutory provisions shall apply.

10.3 The parties agree that the courts of Frankfurt am Main, Germany, shall have exclusive jurisdiction over any disputes arising out of or in connection with any transaction or Contract between the parties.

10.4 The contractual relationship between the parties shall be governed exclusively by, and construed in accordance with, the laws of the Federal Republic of Germany, excluding its conflict-of-laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).