

## General Terms and Conditions

### for the Supply of Goods and Services (separate Terms and Conditions apply to services for machine and plant safety)

#### I. General / Scope of application

- These General Terms and Conditions (GTC) apply to all our supplies of goods and services to our customers (excluding services relating to machine and plant safety). The GTC apply only if the Customer is an entrepreneur, a legal entity under public law or a special fund under public law.
- The GTC apply to contracts for the sale and/or supply of movable items ("goods"), whether manufactured by us or purchased from suppliers, and to the provision of any related services. Unless otherwise agreed, the GTC in the version in force at the time of the Customer's order, or in any event in the version last communicated to the Customer in text form, shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
- Our GTC apply exclusively. Deviating, conflicting or supplementary general Terms and Conditions of the Customer shall only form part of the contract if and to the extent that we have expressly agreed to their validity. This requirement for consent shall apply in all cases, including, for example, where we make delivery to the Customer without reservation in the knowledge of the Customer's GTC.
- Individual agreements made with the Customer on a case-by-case basis (including collateral agreements, supplements, and amendments) shall in all cases take precedence over these GTC. Unless the contrary is proved, a written contract or our written confirmation shall govern the terms of such agreements.
- Legally relevant declarations and notifications to be made by the Customer to us after the conclusion of the contract (e.g., setting of deadlines, notification of defects, declaration of withdrawal or reduction) must be made in writing in order to be effective.

#### II. Offer and conclusion of contract

- Our offers are subject to change and are not binding. Declarations of acceptance and all orders must be confirmed by us in writing or by telex to be legally valid.
- The Customer's order of the goods shall be deemed to be a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within two weeks of receiving it.
- Catalogs, technical documentation, other product descriptions and/or documents (e.g., drawings, illustrations, dimensions, weights, and other performance data etc.) are only binding if this is expressly agreed in writing.

#### III. Prices and terms of payment

- Unless otherwise agreed in individual cases, our prices in force at the time of conclusion of the contract shall apply, net ex works. VAT will be charged separately at the rate applicable on the day of invoicing. Prices apply only to the order in question and are not binding for repeat orders.
- Packaging, loading, freight, insurance, installation, and commissioning costs will be charged separately. The same applies to application-related software.  
Fees and costs for obtaining and attesting certificates of origin, consular invoices, permits and the like shall be charged separately to the Customer. Any customs duties, fees, taxes, and other public charges shall also be borne by the Customer.  
Packaging and freight will be charged at cost. Returnable pallets remain our property and must be returned in perfect condition on the next delivery. The return of equivalent or similar pallets is permitted. If the goods are not returned within one month of delivery, we will charge the cost price. The Customer is entitled to return the transport packaging of our deliveries to our place of business. Packaging must be clean, free of foreign matter and sorted by material. Otherwise, we shall have the right to charge the Customer for the additional costs of disposal.
- When standard equipment is sold, planning, additional work and other engineering services are not part of the standard service and are not included in the prices. Documentation is provided in the form of standard operating manuals and standard circuit diagrams. Circuit diagrams and project planning with regard to the specific case are not part of our services, nor are power supply, switch-on control, external control and interconnection.
- We are bound by the prices agreed for an order for four months after the contract has been concluded. If longer periods for the supply of goods or services have been agreed, we shall be entitled, in the event of an

increase in the cost of materials or labor, to make a pro rata surcharge on the basis of our original price calculation.

- Unless otherwise agreed, the price for deliveries or other services shall be payable within 14 days of the date of invoice and delivery or acceptance of the goods. However, we shall be entitled at any time, even during an ongoing business relationship, to make any delivery, in whole or in part, only against payment in advance. We will make any such reservation at the latest when confirming the order.
- Bills of exchange and checks, which we reserve the right to accept, shall only be deemed to have been paid when credited to our account. Costs and expenses shall be borne by the Customer.
- Upon expiry of the payment deadline specified in Section III.5, the Customer shall be in default. During the period of default, the purchase price shall be subject to interest at the applicable statutory rate. We reserve the right to assert further claims for damages caused by delay. Our right to charge the merchant for the commercial interest due remains unaffected.
- The Customer shall only be entitled to set-off or retention rights to the extent that its claim has been legally established or is undisputed. In the event of defects in the delivery, the Customer's counterclaims shall remain unaffected, in particular in accordance with Section VI.6 sentence 2 of these GTC.

#### IV. Delivery and performance

- Delivery and performance periods and dates shall not be binding unless confirmed by us in writing. In all other respects they should be regarded as approximate and are subject to change. Delivery or performance periods shall be deemed to have been met if we give notice of readiness for dispatch within the agreed period or agree a date for performance. Reasonable part deliveries and customary or acceptable deviations from the quantities ordered are permitted.
- An agreed delivery period shall not commence until the Customer has provided us with all documents, necessary permits, releases and plans to be supplied by the Customer. Delivery periods shall also be reasonably extended if the Customer fails to comply with the agreed terms of payment or other contractual obligations. The above shall not apply if we are responsible for the delay.
- If we are unable to meet binding delivery deadlines for reasons beyond our control (non-availability of the service), we will notify the Customer immediately and at the same time inform him of the expected new delivery date. If the service is still not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already provided by the Customer. A case of non-availability of the service in this sense is in particular the untimely self-delivery by our supplier, if we have concluded a congruent covering transaction, if neither we nor our supplier are at fault or if we are not obliged to procure in the individual case.
- Our default in delivery shall be determined in accordance with the law. In any case, however, a reminder from the Customer is required. If we are in default of delivery, the Customer may claim liquidated damages for the loss caused by the delay. The liquidated damages shall amount to 0.5% of the net price (delivery value) for each full calendar week of delay but shall not exceed a total of 5% of the delivery value of the delayed goods. We reserve the right to prove that the Customer has suffered no loss at all, or a loss substantially less than the above liquidated damages.
- The Customer's rights under Section VIII of these GTC and our statutory rights, in particular in the event of exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.
- If the Customer is in arrears with payments of any kind or if there is a more than insignificant deterioration in his financial circumstances, we shall be entitled to refuse performance and - if necessary, after setting a deadline - to withdraw from the contract. In the case of contracts for the manufacture of non-fungible goods (custom-made products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. Such a deterioration in the financial situation can be assumed, for example, if bills of exchange or checks are protested, payment terms are repeatedly exceeded or the limit set by a credit insurer is exceeded or would be exceeded by the intended delivery.
- Deliveries are ex works. The risk of accidental loss and accidental deterioration shall pass to the Customer upon delivery to the carrier, at the latest when the goods leave the factory. If acceptance has been

agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to any agreed acceptance. If the Customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

8. If dispatch or delivery of the goods is delayed at the Customer's request by more than one month after notification that the goods are ready for dispatch, we may charge a storage fee of 0.5% of the price of the delayed delivery for each month commenced up to a maximum of 5% of the delayed delivery. We reserve the right to prove higher damages and to assert our statutory rights (in particular, reimbursement of additional expenses, reasonable compensation, termination); however, the lump sum shall be set off against further monetary claims. The Customer shall be entitled to prove that we have not suffered any damage at all or that the damage suffered by us is significantly lower than the aforementioned lump sum.
9. For deliveries within Germany, we will ensure that the packaging supplied is taken back and properly and professionally recycled in order to fulfill our take-back obligations under § 15 of the German Packaging Act. At the Customer's request/initiative, the Customer or a third party on the Customer's behalf shall take back the goods by handing them over at our place of business. The costs incurred for return and recycling shall be borne by the Customer.

#### V. Retention of title

1. We reserve title to the goods and services sold until full payment of all our present and future claims under the relevant contract and the ongoing business relationship (secured claims).
2. The goods subject to retention of title may not be pledged to third parties or transferred by way of security until the secured claims have been paid in full. The Customer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to us (e.g. seizures).
3. In the event of breach of contract by the Customer, in particular non-payment of the price due, we shall be entitled to rescind the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for the return of the goods does not constitute a withdrawal from the contract; rather, we are entitled to demand the return of the goods only and reserve the right to withdraw from the contract. If the Customer fails to pay the price due, we shall only be entitled to exercise these rights if we have previously set the Customer a reasonable deadline for payment without success or if the setting of such a deadline is dispensable according to the statutory provisions.
4. The Customer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business until revoked in accordance with (c) below. In this case, the following provisions shall apply in addition.
  - (a) The retention of title shall extend to the full value of the products resulting from the processing, mixing, or combining of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing, or combining with goods of third parties, their title remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
  - (b) The Customer hereby assigns to us by way of security all claims against third parties arising from the resale of the goods or product in full or in the amount of our possible co-ownership share in accordance with the preceding paragraph. We accept the assignment. The obligations of the Customer stated in V.2 shall also apply with regard to the assigned claims.
  - (c) In addition to us, the Customer remains authorized to collect the claim. We undertake not to collect the claim as long as the Customer meets his payment obligations to us, there is no lack of solvency and we do not assert the retention of title by exercising a right in accordance with Section V.3. If this is the case, however, we can demand that the Customer informs us of the assigned claims and their debtors, provides all the information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we shall also be entitled to revoke the Customer's authorization to resell and process the goods subject to retention of title.
5. We undertake, at the Customer's request, to release the securities to which we are entitled in accordance with the above conditions at our discretion to the extent that their realizable value exceeds the total claim to be secured by more than 10%.

#### VI. Claims for material defects

1. The Customer's rights in the event of material defects (including incorrect or short delivery and improper installation or defective installation instructions) shall be governed by the statutory provisions unless otherwise provided below.
2. The products are delivered free of manufacturing and material defects; the period for asserting claims for defects is one year from delivery of the products. If acceptance has been agreed, the limitation period shall commence upon acceptance.
3. If operating or maintenance instructions are not followed, changes are made to the products (e.g. software changes in the PLC program), parts are replaced or consumables are used which do not comply with the original specifications, claims for defects in the products will lapse unless the Customer refutes a substantiated claim that one of these circumstances caused the defect.
4. The Customer's claims for defects presuppose that he has complied with his statutory duties of inspection and notification of defects. If a defect is discovered during the inspection or later, we must be notified immediately in writing. Notice shall be deemed to have been given without undue delay if given within a period of two weeks, whereby timely dispatch of the notice shall be sufficient to comply with the time limit. Irrespective of this obligation to inspect and give notice of defects, the Customer must notify us in writing of obvious defects (including incorrect and short deliveries) within two weeks of delivery, whereby the timely dispatch of the notification shall suffice to comply with the time limit. If the Customer fails to properly inspect the goods and/or report defects, our liability for the unreported defect shall be excluded.
5. If there is a defect in the goods supplied, we may, at our option, remedy the defect by repairing the goods (rectification) or by supplying goods free from defects (replacement). This does not affect our right to refuse subsequent performance under the statutory conditions.
6. We are entitled to make the subsequent performance owed dependent on the Customer paying the purchase price due. However, the Customer is entitled to retain a reasonable part of the purchase price in proportion to the defect.
7. The Customer must give us the necessary time and opportunity for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement, the Customer must return the defective goods to us in accordance with the law. Subsequent performance shall neither include the removal of the defective goods nor the reinstallation if we were not originally obliged to install it.
8. The expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs (but not: removal and installation costs) shall be borne by us if a defect actually exists. Otherwise, we may demand compensation from the Customer for the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the absence of a defect was not apparent to the Customer.
9. In urgent cases, e.g. where operational safety is at risk or to prevent disproportionate damage, the Customer has the right to remedy the defect himself and to claim compensation from us for the objectively necessary expenses incurred in doing so. We must be informed immediately, if possible, in advance, of any such self-remedy. The right of self-remedy does not apply if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.
10. If the supplementary performance has failed, or if a reasonable period of time set by the Customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Customer may rescind the purchase contract or reduce the purchase price. However, there is no right of withdrawal in the event of an insignificant defect.
11. Liability for normal wear and tear is excluded.
12. Only the direct Customer is entitled to make claims against us for defects and these are not transferable.
13. Even in the event of defects, the Customer's claims for damages or compensation for futile expenses shall only exist in accordance with Section VIII and shall otherwise be excluded.
14. Where used products are supplied, the warranty is excluded unless otherwise agreed in individual cases. This exclusion of warranty shall not apply in cases of intent or gross negligence or where liability is otherwise mandatory by law.

#### VII. Claims for defects of title

1. To the extent permitted by law, we shall be liable for the products supplied being free from defects in title. Unless otherwise agreed, we only warrant that products supplied by us do not infringe the industrial property rights or copyrights of third parties in respect of the country in which we have our registered office (Germany). We shall not be liable if the infringement of such property rights is based on instructions given by the Customer or if the infringement is caused by unauthorized modifications to the product or use of the product by the Customer that deviates from the contractual use.
2. The contractual partner shall inform us immediately as soon as third parties assert an infringement of property rights. If this information is not provided immediately, claims for defects are excluded.
3. Section VI.2. shall apply accordingly with regard to the warranty period.
4. If justified claims are asserted by third parties within the warranty period, we may, at our discretion and at our expense, obtain a right of use for the supplies concerned or modify the supplies, taking into account the contractual purpose, so that they do not infringe any property rights, or supply comparable products which do not infringe any property rights.
5. A claim for defects by the contractual partner is excluded if the contractual partner itself conducts the negotiations with the third party or concludes agreements with the third party without our consent.

#### VIII. Other liability

1. Unless otherwise stated in these GTC including the following provisions, we shall be liable for breach of contractual and non-contractual obligations in accordance with the statutory provisions.
2. We shall not be liable to the Customer for any loss or damage other than to the goods themselves, irrespective of the legal basis of the Customer's claim. Any liability for indirect, incidental, or consequential damages, such as loss of profit or loss of production, is therefore excluded.
3. The limitations of liability resulting from Section VIII.2 shall also apply to breaches of duty by persons whose fault we are responsible for in accordance with statutory provisions.
4. Exclusions and limitations of the supplier's liability shall not apply to the extent that they are contrary to mandatory applicable law.
5. The Customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. Any free right of termination on the part of the Customer is excluded. Otherwise, the statutory requirements and legal consequences apply.

#### IX. Property rights

1. The Customer shall be responsible for ensuring that all documents, items and the like handed over to us for the purpose of delivery or performance do not infringe the property rights of third parties. We shall inform the Customer of any third-party rights known to us. The Customer shall indemnify us against any claims by third parties and reimburse us for any damages incurred. If a third party prohibits us from performing, manufacturing, or delivering on the basis of a property right belonging to it, we shall be entitled - without examining the legal situation - to discontinue the work and claim compensation for our expenses.  
Documents, items and the like supplied to us which have not led to an order will be returned on request against reimbursement of costs. Otherwise, we are entitled to destroy them three months after submission of the offer.
2. We reserve title and copyright to all samples, models, drawings, estimates, calculations, and similar information of a physical or non-physical nature, including in electronic form.  
Such information may not be made accessible to third parties. If the contractual partner receives such information in connection with the initiation of a contract, he is obliged to return it to us free of charge if the contract is not concluded.  
The contracting party shall not disclose any information expressly designated by us as confidential to any third party without our express consent.
3. If the scope of supply includes software, the Customer is granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use with the delivery item intended for this purpose. Use of the software on more than one system is prohibited. The Customer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 69 a ff. UrhG). The Customer undertakes not to remove or alter any manufacturer's details, in particular copyright notices, without our prior express consent. All other rights to the software and the documentation, including copies, shall remain with us or the software supplier. The

granting of sublicenses is not permitted. The Customer can only acquire these rights by contractual agreement with us for a fee to be negotiated.

#### X. Final provisions

1. Swiss law applies. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
2. Any dispute, controversy or claim arising out of or in connection with the GTC and/or a Contract, including its validity, invalidity, breach or termination, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Center. The version of the Rules in force at the time the Notice of Arbitration is submitted shall apply. The arbitration tribunal shall consist of three members and its seat shall be in Zurich, Switzerland. The language of the arbitration proceedings is German.
3. The place of performance, payment and fulfillment for all obligations arising from the legal relationship with the Customer is Bocholt.
4. Should any provision of these Terms and Conditions be or become void, invalid, or unenforceable in whole or in part, the validity and enforceability of all other remaining provisions shall not be affected. The void, ineffective or unenforceable provision shall, to the extent permitted by law, be deemed to be replaced by the effective and enforceable provision that comes closest to the economic purpose pursued by the void, ineffective or unenforceable provision in terms of object, measure, time, place, and scope. The same applies to the filling of any gaps in these Terms and Conditions.

As of: Monday, April 1, 2024