

General Terms and Conditions of Delivery and Payment of novotegra GmbH ("Seller")

Valid as of: March 2026

1 GENERAL/SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions of Delivery and Payment of novotegra GmbH ("Sales Terms") shall only apply to companies within the meaning of Sections 14, 310 of the German Civil Code (BGB) and legal entities under public law as well as special funds under public law as customers ("Customer"). They apply to all legal transactions or business transactions concerning the sale and delivery of products ("Goods") from the Seller to the Customer, including associated ancillary and auxiliary transactions.

Unless the parties have expressly agreed otherwise in writing, these Sales Terms shall apply to all offers, orders, Order Confirmations and other agreements relating to the Goods.

- 1.2 The Seller does not recognize any conflicting general terms and conditions of the Customer unless it has expressly agreed to their validity in writing. The Customer's general terms and conditions are not binding even if the Seller does not expressly object to them or carries out deliveries to the Customer without reservation.
- 1.3 Individual agreements made between the Seller and the Customer in individual cases shall take precedence over these Sales Terms. They must be made in writing..
- 1.4 With the first delivery under these Sales Terms, the Customer acknowledges their exclusive validity in the current version for all further orders until an amended version of these Sales Terms is agreed.

2 CONCLUSION OF CONTRACT

- 2.1 The Seller's offers are generally non-binding. Unless they are expressly designated as binding, they merely represent an invitation to the Customer to submit an offer to the Seller.

- 2.2 Orders placed by the Customer only become binding for the Seller upon acceptance of the order by confirmation in accordance with the following paragraph 2.3 ("Order Confirmation") or by sending the Goods and the invoice. The Seller may accept orders within a period of fourteen (14) days from the order date, unless a longer acceptance period is specified in the order.
- 2.3 Offers, orders and Order Confirmations may be made in writing, in text form (including email) or via electronic data interchange (EDI) by authorized representatives of the parties..
- 2.4 A contract between the Customer and the Seller for the Goods is concluded (i) upon receipt of the Order Confirmation, or (ii) upon acceptance by the Customer of a binding offer from the Seller, or (iii) upon dispatch of the Goods and invoice ("Contract"). A delayed or amended acceptance of the offer (including an order that deviates from the offer) by the Customer is deemed to be a new offer by the Customer and requires acceptance by the Seller. If the content of the Order Confirmation deviates from the order, in particular if this deviation consists exclusively of customary quantity or quality tolerances, the Order Confirmation shall be decisive for the conclusion of the Contract.
- 2.5 The business transactions are based exclusively on the commercially relevant legal acts (order, Order Confirmation, offer, acceptance, commercial letters of confirmation if applicable). Subsidiary agreements or amendments to the documents relevant to the conclusion of the Contract, including these Sales Terms, require the express confirmation of the Seller to be legally effective.
- 2.6 The Seller's planning services shall only be subject matter of the Contract if this has been expressly agreed in writing.
- 2.7 The conclusion of the Contract is subject to the condition precedent that there are no obstacles due to national or international regulations, in particular export control regulations, embargoes or other sanctions. Deliveries and services for the fulfillment of concluded contracts are subject to the proviso that the aforementioned obstacles also do not stand in the way..

3 DOCUMENTATION

- 3.1 The Seller reserves the property rights and copyrights as well as other intellectual property rights to illustrations, drawings, calculations and other documentation (including electronic data) ("Documentation"). These may not be made accessible to third parties without the express written consent of the Seller. They are to be used by the Customer exclusively for checking the Seller's offer. After fulfillment of the Contract, this Documentation and any copies made of it must be returned to the Seller without being asked, unless it is required for the execution of further orders by the Customer and the Seller expressly agrees to this in writing. Alternatively, the Seller is entitled to demand the destruction or deletion of the Documentation instead of its return.
- 3.2 Documentation that must be retained by the Customer on the basis of mandatory statutory provisions for as long as such a retention obligation exists shall be exempt from the obligation to surrender and destroy or delete in accordance with this section 3. Backup copies that were created as part of automated backup processes and whose deletion would only be possible with unreasonable effort are also exempt from the obligation to delete, provided that such backup copies are not directly accessible due to the nature of the backup.

4 PRICES

- 4.1 If the Contract does not state a price and nothing else has been agreed between the Customer and the Seller, the prices stated in the valid price list, shall apply.
- 4.2 The prices are ex works (INCOTERMS 2020) excluding packaging costs, transport costs and any insurance premiums (transport insurance). If the Seller is obliged to take out transport insurance, this shall be at the Customer's expense. The Seller is entitled, but not obliged, to insure the Goods against transport risks even without the Customer's express instructions.
- 4.3 The Seller's prices are net prices plus the statutory value-added tax.
- 4.4 Cash discount deductions are only permitted if agreed in writing between the Customer and the Seller.
- 4.5 The Seller reserves the right to adjust the prices if changes in costs occur between the conclusion of the Contract and the delivery of the Goods, in particular due to changes in the price of raw materials and changes in the prices of suppliers for which the Seller is not responsible and which could not have been foreseen with sufficient certainty. The Customer may request the Seller to provide evidence of the reasons for the price changes.

5 PAYMENT OF PURCHASE PRICE/MATURITY/DEFAULT

- 5.1 If the Customer does not meet its payment obligations after conclusion of the Contract, or does not meet them on time, or if (other) concrete circumstances become known which call its creditworthiness into question, the Seller is entitled to make its services still to be rendered dependent on the provision of security, such as an advance payment. Further rights under Section 321 BGB (defense of uncertainty) remain unaffected.
- 5.2 The Customer shall be in default in accordance with the statutory provisions. In the event of default, the Seller is entitled to demand default interest from the Customer in the amount of nine (9) percentage points above the applicable base interest rate; Section 288 para. 5 BGB remains unaffected by this.
- 5.3 If the Customer is in default with a payment of at least EUR 500.00, the Seller is entitled to demand immediate fulfillment of all payment claims for which the Customer has already received the Seller's performance. The rights of the Seller arising from Section 321 BGB (defense of uncertainty) shall not be affected by the foregoing provision.

6 UMSATZSTEUERFREIE LIEFERUNG

- 6.1 If the delivery is exempt from VAT in accordance with Sections 4 No. 1 lit. b) in conjunction with Section 6 a of the German Value-Added Tax Act (UStG), the Customer is obliged to sign and return a confirmation of arrival. The confirmation of arrival must be returned to the Seller within thirty (30) days after the Goods have been handed over by the Customer or a third party authorized by the Customer. If the Customer does not fulfill its obligation, VAT will be charged subsequently. Ownership of the Goods shall remain reserved until receipt of the confirmation of arrival or until payment of the subsequently invoiced VAT.

7 DELIVERY/ACCEPTANCE

- 7.1 Deliveries are ex works (INCOTERMS 2020), unless otherwise agreed.
- 7.2 Unless otherwise agreed, the delivery date or delivery period stated by the Seller shall not be binding. If no binding delivery date and no binding delivery period has been agreed, the Seller shall be obliged to deliver the Goods within sixty (60) days. The delivery period shall commence upon conclusion of the Contract (see section 2), but not before receipt of the Documentation to be procured by the Customer (see section 3) and not before receipt of any agreed advance payment due.
- 7.3 The delivery date or the delivery period shall be deemed to have been met if the Seller has notified the Customer that the Goods are ready for delivery by the end of the delivery period or, if the Seller is obliged to dispatch the Goods, when the Goods have left the Seller's warehouse. This means that the delivery is also deemed to have been carried out for VAT purposes.
- 7.4 If no separate delivery date has been agreed for an Ex Works delivery, Goods notified as ready for dispatch must be collected by the Customer without delay.
- 7.5 The Seller is entitled to make partial deliveries at any time, unless these are unreasonable for the Customer, in particular if the Customer incurs considerable additional costs or considerable additional efforts and the delivery of the remaining Goods is not secured. Partial deliveries may be invoiced separately.
- 7.6 The delivery dates and delivery periods shall be extended in all cases by the period by which the Customer does not fulfill its obligation to the Seller, the Seller is entitled to a right of retention against the Customer on that basis and the Seller exercises this right accordingly.
- 7.7 The Customer shall be in default of acceptance if it does not accept the Goods on the agreed delivery date or within the agreed delivery period. In this case, the material and price risk, in particular the risk of accidental loss or accidental deterioration of the Goods, shall pass to the Customer. Further contractual or statutory claims remain reserved.

- 7.8 If the Customer is in default of acceptance, the Seller may charge the Customer for any additional costs incurred as a result, such as storage and financing costs. As lump-sum compensation, the Seller may charge the Customer an amount equal to 0.1% of the invoice amount for the stored Goods per calendar day of storage, but no more than 1% of the invoice amount per calendar month and no more than 5% of the invoice amount in total, unless the Customer can prove that the damage is lower. The Seller reserves the right to prove higher damages. This shall not affect the Seller's right to rescind the sales contract at any time in the event of default of acceptance; the Seller's claim for damages and/or lump-sum compensation shall not be affected by this.
- 7.9 The Seller reserves the defense of correct and timely self-delivery in all cases. If the delay in delivery according to the aforementioned circumstances lasts longer than one (1) month, the Customer may rescind the Contract with regard to the part not yet fulfilled after setting a reasonable grace period if the delay in delivery is no longer reasonable for it.
- 7.10 In the case of a sale by delivery to a place other than the place of performance, the material and price risk shall pass to the Customer when the consignment is handed over to the person carrying out the transportation.

8 QUALITY OF THE GOODS

- 8.1 Only the agreed specification shall be deemed to be the quality of the Goods. The Customer is responsible for checking whether the Goods are suitable for the purposes it wishes to use them for. Otherwise, the provisions of Sections 360 and 361 of the German Commercial Code (HGB) shall apply.
- 8.2 Reference to standards, certificates, material data sheets, factory test certificates and comparable documents shall not be deemed to be an assurance of properties or the assumption of a guarantee. Guarantees are only binding for the Seller if they are included in the Contract and expressly designated as guarantees.
- 8.3 The images shown on the website, in catalogs, brochures or other advertising materials are for illustrative purposes only. The Goods may differ in color, shape, design or other characteristics from these images. Such deviations do not constitute a material defect.

9 NOVOTEGRA MOUNTING INSTRUCTIONS

The mounting instructions for the novotegra mounting system (or parts thereof) are available on the Internet at <https://www.novotegra.com/en/downloads>

10 WARRANTY RIGHTS

- 10.1 The Goods are free of defects if they comply with the subjective requirements (Section 434 para. 2 BGB) and the installation requirements (Section 434 para. 4 BGB) at the time of transfer of risk. On the other hand, it is not a prerequisite for the Goods to be free of defects that they meet the objective requirements of Section 434 para. 3 BGB if and insofar as the Customer and the Seller have reached an agreement on the subjective requirements of the Goods. The above provision in sentence 2 does not apply in cases of so-called supplier recourse (Section 478 BGB) if the Goods consist of an item with digital elements within the meaning of Section 327a para. 3 BGB.
- 10.2 The Customer must inspect the Goods without undue delay after delivery in accordance with the provisions of Section 377 HGB. Obvious defects must be reported in writing without undue delay, but at the latest within one (1) week of delivery. The date of receipt of this complaint by the Seller shall be decisive. Defects that cannot be discovered within this period even with the most careful inspection must be reported in writing without undue delay after discovery, but at the latest within one (1) week, with immediate cessation of any handling and processing. If a complaint is not made in good time, the Customer shall not be entitled to assert claims for defects unless the defect in question was fraudulently concealed by the Seller. The Customer shall bear the full burden of proof for all claim requirements, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect. The Customer may not refuse to accept the Goods due to minor defects.
- 10.3 In the event of justified and timely notification of defects in the Goods, the Seller shall, at its discretion, provide subsequent performance by remedying the defect (rectification) or delivering defect-free Goods (replacement delivery).
- 10.4 Insofar as the Customer is obliged to install or remove the Goods within the scope of its obligation to provide subsequent performance to its Customer, it must give the Seller the opportunity to carry out this installation and removal itself or through authorized agents, otherwise any expenses incurred shall be deemed unnecessary.
- 10.5 If the subsequent performance fails, the Customer may, at its discretion, demand a reduction of the remuneration (reduction) or reversal of the Contract (rescission). However, the Customer may not rescind the Contract due to minor defects. If the Customer demands compensation after failed subsequent performance and the Seller is at fault, the Goods shall remain with the Customer at the Seller's request if this is reasonable. If the Goods contain personal data, these must be deleted before they are returned to the Seller.

- 10.6 If the Customer does not give the Seller the opportunity to convince itself of the defect without undue delay, in particular if it does not make the rejected Goods or samples or parts thereof available upon request without undue delay, the Seller shall be entitled to refuse to fulfill the Customer's warranty rights until the Goods have been inspected. This shall not apply if the possibility of inspection is prevented by a circumstance for which the Customer is not responsible.
- 10.7 The Customer shall bear the reasonable costs of an unjustified assertion of warranty rights, e.g. if the Goods were not defective. The Seller may charge the Customer a lump sum of EUR 50.00 as compensation, unless the Customer can prove that the damage was less. The Seller reserves the right to prove higher damages.
- 10.8 In the case of Goods sold as downgraded material (e.g. B-Goods), the Customer shall not be entitled to any warranty rights with regard to the stated defects and those which it normally has to expect.
- 10.9 Further claims for defects are excluded, subject to any claims for damages limited in accordance with section 11..
- 10.10 The Seller shall bear the transport, travel, labor, assembly and material costs incurred for subsequent performance; this shall not affect the Seller's right to refuse subsequent performance if this is only possible at disproportionate cost.
- 10.11 All claims for defects against the Seller shall expire one (1) year after delivery of the Goods. The above sentence 1 shall not apply (i) if a defect has been fraudulently concealed, (ii) if a guarantee for the quality has been assumed (in this case, the limitation period resulting from the guarantee shall apply, if applicable), (iii) for claims for reimbursement of expenses (Section 445a BGB) and (iv) for other warranty claims of the Customer pursuant to Section 437 BGB in the case of so-called supplier recourse (Section 478 BGB), for which Section 445b para. 2 BGB applies. In the event of claims for damages, the above sentence 1 shall not apply in the following cases: (i) injury to life, limb or health, (ii) intent and (iii) gross negligence on the part of executive employees or representative bodies of the Seller.

11 LIABILITY

- 11.1 In the event of claims for damages, the Seller's liability is limited to damage caused intentionally or by gross negligence. Liability for other forms of negligence is excluded, unless the damage was caused by the Seller through
- a) injury to life, limb or health,
 - b) defects in the Goods, insofar as liability exists for personal injury and property damage in accordance with the provisions of the German Product Liability Act,
 - c) defects that have been fraudulently concealed or if the Seller has assumed a guarantee for the quality of the item,
 - d) the breach of material contractual obligations. However, in the event of a slightly negligent breach of material contractual obligations, the Seller's liability shall be limited to the amount of reasonably foreseeable damage typical for the contract. Material contractual obligations are obligations whose fulfillment is essential for the proper execution of a Contract and on whose compliance the Customer regularly relies.
- 11.2 Insofar as the Seller's liability is excluded or limited, this shall also apply in favor of its legal representatives, employees, subcontractors and vicarious agents in the event of direct claims by the Customer against them.
- 11.3 A change in the burden of proof to the detriment of the Customer is not associated with the above provisions.
- 11.4 If the Customer claims legal fees incurred from the Seller as damages, the Seller is only obliged to reimburse as damages the fees and expenses of the lawyer calculated in accordance with the German Law on the Remuneration of Attorneys (RVG).

12 RESERVATION OF TITLE

- 12.1 The Goods remain the property of the Seller until all payment claims to which the Seller is entitled from the business relationship with the Customer have been fulfilled. If a current account relationship exists between the Customer and the Seller, the Seller reserves the right of retention of title until receipt of all payments from recognized balances.
- 12.2 The Seller may at any time prohibit the sale, processing, combining or mixing of the Goods delivered subject to retention of title (Reserved Goods) or take back the Reserved Goods if the Customer is in default of payment obligations to the Seller or otherwise acts in breach of contract. In the event of late payment, there is no need to set a deadline before taking back the Goods.

- 12.3 If the Reserved Goods are inseparably mixed or combined with other movable items not belonging to the Seller, the Seller shall acquire co-ownership of the new item in the ratio of the invoice value of the Reserved Goods to the invoice value of the other mixed or combined item or new item at the time of mixing or combining. If the invoice value of the other item is not known, its value must be calculated in accordance with the principles of reasonableness. If the combination or mixing takes place in such a way that the Customer's item is to be regarded as the main item, the Customer shall transfer co-ownership on a pro rata basis. The Customer shall hold the resulting sole ownership or co-ownership for the Seller.
- 12.4 The processing or transformation of the Reserved Goods by the Customer is carried out for the Seller. The processed item shall be deemed to be Reserved Goods within the meaning of this section 12. If the Reserved Goods are processed or transformed with other items not belonging to the Seller, the Seller shall acquire co-ownership of the new item in the ratio of the value of the Reserved Goods (final invoice amount including VAT) to the other processed or transformed items at the time of processing or transformation. In all other respects, the same shall apply to the item created by processing or transformation as to the Reserved Goods.
- 12.5 The Customer may resell the Reserved Goods in the normal course of business. The Customer is obliged to maintain the retention of title vis-à-vis its customer.
- 12.6 The Customer hereby assigns to the Seller all claims arising from the resale in the amount of the invoice value of the Reserved Goods until all claims of the Seller have been settled in full, irrespective of whether the Reserved Goods were resold before or after processing, transformation, combination or mixing. This shall also apply mutatis mutandis in the event that the Reserved Goods are used by the Customer for the performance of a contract for work and services or a contract for work and materials, in particular in the case of construction companies; here too, the claim arising from the contract for work and services or contract for work and materials shall be assigned to the Seller in advance in the amount of the invoice value of the Reserved Goods.
- 12.7 The Customer may not assign the Reserved Goods as security to third parties or pledge them without the prior written consent of the Seller. In the event of seizure, confiscation or other dispositions, the Customer must point out the Seller's ownership and inform the Seller without undue delay. The Customer may not transfer the receivables assigned to the Seller on the basis of the extended retention of title to a factoring bank as a subsequent customer, unless the factoring bank directly assumes the Customer's payment obligations towards the Seller. In all other respects, the assignment or sale of the claim assigned to the factoring bank on the basis of the extended reservation of title shall require the written consent of the Seller.

- 12.8 The Customer shall remain authorized to collect the claim even after the assignment. However, this shall not affect the Seller's entitlement to collect the claim itself. At the request of the Seller, the Customer is obliged, in the event of the assertion of rights arising from the agreed retention of title, to notify its customers of the assignment to the Seller and to inform the Seller of this notification and to send the information and documents necessary for the collection of the assigned claims with this notification.
- 12.9 Insofar as a current account relationship exists between the Customer and its buyer within the meaning of Section 355 HGB, the claim assigned by the Customer to the Seller in advance also refers to the recognized balance.
- 12.10 The Customer also assigns to the Seller those claims to secure the Seller's claim against the Customer which arise against a third party through the combination of the Reserved Goods with a property.
- 12.11 The Seller undertakes to release the securities to which it is entitled at the Customer's request to the extent that the realized value of its securities exceeds the claims to be secured by more than 10%; the Customer shall be responsible for selecting the securities to be released.
- 12.12 The Customer must treat the Reserved Goods with care and insure them adequately, in particular against fire, water and theft.
- 12.13 The Customer must take reasonable measures and assist the Seller in protecting the Seller's rights under this section 12 in the country in which the Reserved Goods are located, e.g. by taking other security measures, register entries or documentary evidence.

13 FORCE MAJEURE

- 13.1 If, in the event of force majeure (e.g. pandemics, epidemics, war, terror, natural disasters) or other circumstances unforeseeable by the Seller and for which the Seller is not responsible (e.g. traffic disruptions, including those in the international movement of goods, namely imports, operational disruptions, strikes, lockouts, official orders, non-delivery by subcontractors due to force majeure), the Seller is prevented from fulfilling its contractual obligations, delivery periods shall be extended by the duration of the hindrance plus a reasonable start-up period. The Seller shall not be responsible for the aforementioned circumstances even if they occur during a delay.
- 13.2 If the hindrance for which the Seller is not responsible within the meaning of the above paragraph lasts longer than two (2) months, both parties shall be entitled, after setting a reasonable grace period, to rescind the Contract with regard to the part not yet fulfilled.

14 EXPORT CONTROL

- 14.1 The Customer undertakes to comply with the applicable provisions of national and international (re-)export control law, including any embargoes, sanctions or other restrictions on the movement of goods, when passing on the Goods delivered by the Seller to third parties. In any case, it must observe the (re-)export control regulations of the Federal Republic of Germany and the European Union when passing on the delivered Goods to third parties.
- 14.2 If necessary for the performance of export control checks by authorities, the Customer shall, upon request, provide the Seller with all information about the final recipient without undue delay, the final destination and the intended use of the Goods delivered by the Seller as well as any export control restrictions applicable in this respect.
- 14.3 The Customer shall indemnify, defend and hold harmless the Seller against all claims asserted by authorities or other third parties against the Seller due to the Customer's failure to comply with the above export control obligations. The Customer undertakes to compensate the Seller for all damages and expenses incurred in this connectio.

15 PLACE OF PERFORMANCE

- 15.1 The place of performance for all deliveries and services of the Seller is the registered office of the Seller.
- 15.2 The place of performance for payments by the Customer is the registered office of the Seller.

16 CHOICE OF LAW/PLACE OF JURISDICTION

- 16.1 The contractual relationship between the Customer and the Seller under these Sales Terms shall be governed by German law to the exclusion of the provisions of the Convention on Contracts for the International Sale of Goods (CISG) and the rules of German private international law on the conflict of laws.
- 16.2 The exclusive place of jurisdiction for all disputes arising from and in connection with these Sales Terms is Tübingen.

17 OFFSETTING/RETENTION

- 17.1 The Seller shall be entitled to rights of set-off and retention as well as the defense of non-performance of the Contract to the extent permitted by law.
- 17.2 The Customer may only offset or exercise a right of retention if the Customer's corresponding claim is recognized, undisputed or legally established. The exercise of the right of retention by the Customer is also excluded if the counterclaims are not based on the same contractual relationship.

18 ASSIGNMENT

The Customer may not assign the rights and obligations incumbent upon it under the Contract in whole or in part without the prior written consent of the Seller. The Seller is permitted to assign the rights and obligations incumbent upon it under the Contract, in particular to affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG).

19 WRITTEN FORM

- 19.1 Legally relevant declarations and notifications by the parties (e.g. setting of deadlines, reminders, rescission) must be made in writing..
- 19.2 Scans of handwritten signatures inserted into electronic documents and (simple) electronic signatures generated using an electronic signature process from a service provider (e.g. Adobe Sign or DocuSign) are sufficient for compliance with the written form requirement..

20 SEVERABILITY

Should one or more provisions of these Sales Terms be or become invalid, this shall not affect the legal validity of the other Sales Terms. The relevant statutory provisions shall apply in place of the invalid Sales Terms, unless they are waived with legal effect by the remaining Sales Terms.

21 PRECEDENCE OF GERMAN LANGUAGE VERSION

In case of discrepancies between the English language version and the German language version of these Sales Terms, the German version shall prevail. Falle von Abweichungen zwischen der englischen und der deutschen Fassung dieser Verkaufsbedingungen ist die deutsche Fassung maßgebend.