General Terms and Conditions for the Supply of Machinery and Spare Parts by August Mössner GmbH + Co. KG, Eschach

For use by August Mössner GmbH + Co. KG (as the “Supplier”) vis-à-vis:

a) any person who, when entering into the contract, is acting in the course of its commercial or independent professional activity (entrepreneur);

b) legal entities under public law or special funds under public law.

I. General Provisions

1. All deliveries and services shall be governed by these Terms and Conditions and by any separate contractual agreements. Any deviating purchasing terms and conditions of the Purchaser shall not become part of the contract, even if the order is accepted.

2. Unless otherwise specifically agreed, a contract shall come into existence upon the Supplier’s written order confirmation.

3. The Supplier retains title and copyright in samples, cost estimates, drawings and similar information of a tangible and intangible nature, including in electronic form; such information may not be made available to third parties. The Supplier undertakes to make information and documents designated as confidential by the Purchaser available to third parties only with the Purchaser’s consent.

4. Contractual agreements concerning the characteristics of the purchased item shall not be construed as a guarantee within the meaning of Section 443 of the German Civil Code (BGB), unless expressly warranted otherwise at the Purchaser’s request.

5. Insofar as these Terms and Conditions conflict with individual agreements contained in contracts, individually agreed written provisions shall prevail. Technical specifications, requirement/functional specifications, acceptance records and project schedules shall become part of the contract only if expressly incorporated into the contract in writing.

II. Scope of Supply

1. The scope of supply shall be determined by the Supplier’s written order confirmation or, in the case of a binding offer made by the Supplier and accepted within the specified period, by the offer if no timely order confirmation is issued.

2. Changes to the scope of supply, technical specification, interfaces, documentation, agreed delivery dates or other project parameters require a written change agreement. Until agreement has been reached, the Supplier shall not be obliged to implement the change. The Supplier shall be entitled to claim additional costs arising from schedule shifts and other consequences.

3. If import or export licenses, foreign exchange approvals or similar permits are required for performance of the contract, the party responsible for obtaining them shall use all reasonable efforts to obtain the required licenses or permits in due time.

4. Changes or extensions to the scope of supply after conclusion of the contract shall always require a separate written agreement between the contracting parties. Changes after conclusion of the contract may result in additional costs and affect delivery dates, for which the Supplier shall then not be responsible.

5. Documentation, training and operating instructions shall be owed only to the extent and in the language expressly agreed. Additional documentation requirements, translations, customer-specific formats or certificates must be agreed separately and shall be charged separately.

III. Price and Payment

1. Unless otherwise agreed, prices are ex works, including loading at the works, but excluding packaging, unloading, transport insurance, installation, commissioning, training and other ancillary services. Value added tax at the applicable statutory rate shall be added to the prices.

2. Unless otherwise agreed, the price lists effective at the time of delivery shall apply.

3. Unless otherwise agreed, payment shall be made in cash, without deduction, free to the Supplier's payment office, within 30 days of the invoice date as follows:

30% upon receipt of our order confirmation

30% upon expiry of half of the delivery period agreed when the order was placed

35% upon readiness for shipment; the invoice shall be issued 6 weeks before the planned delivery date. Shipment shall take place after receipt of payment.

5% after acceptance. If acceptance does not take place within ten weeks after delivery or notification of readiness for acceptance for reasons attributable to the Customer, the performance shall be deemed accepted. In this case, Mössner shall be entitled to issue the final invoice. It shall become due 30 days after the invoice date.

Payments shall be made in accordance with the agreed milestones. If a milestone is not achieved for reasons attributable to the Purchaser, or if acceptance is delayed for reasons not attributable to the Supplier, the relevant payment shall nevertheless become due as soon as the Supplier provides evidence of its readiness to perform or achievement of the milestone.

4. In the event of late payment, default interest shall be charged in accordance with the statutory provisions, but at least at a rate of 9 percentage points above the respective base interest rate pursuant to Section 247 BGB.

5. We shall be entitled to increase our prices (contract price for work) if, at the time of delivery, an unforeseen change beyond our control occurs in the circumstances on which the calculation was based. This applies in particular to unforeseen price fluctuations for raw materials and the like, subsequent introduction or increase of taxes, customs duties, other public levies, freight charges and other ancillary charges that directly or indirectly affect or increase the cost of our supply. The same applies in the event of significant price increases or availability problems relating to energy, raw and semi-finished materials, purchased parts, electronic components or transport capacity, or as a result of sanctions, embargoes, pandemics, war, governmental measures or other supply chain disruptions. Upon request, the Supplier shall explain the additional costs in an appropriate form; disclosure of the complete calculation is not required.

6. Unless otherwise agreed, we shall charge the costs of installation and commissioning on a time and materials basis at our then-current hourly rates. Ancillary costs such as public charges, customs duties, import and export taxes and fees shall be borne by our contractual partner unless otherwise agreed.

7. The Purchaser may withhold payments only insofar as its counterclaims are undisputed or have been finally adjudicated.

8. The Purchaser may offset counterclaims only insofar as they are undisputed or have been finally adjudicated.

IV. Delivery Time, Delay in Delivery, Obligations of the Purchaser

1. The delivery time or project dates shall be determined by the agreements between the contracting parties. Compliance by the Supplier presupposes that all commercial and technical matters between the contracting parties have been clarified and that the Purchaser has fulfilled all obligations incumbent upon it in due time, in particular the provision of necessary public-law permits, approvals, documents, sample parts, interface information and advance payments. The Purchaser is responsible for the timely and proper provision of the structural, technical and organizational requirements at the installation site, in particular foundations, utilities, power supply, extraction systems, safety equipment, IT/network environment and interfaces to third-party equipment. If these requirements are not met, the delivery time shall be extended appropriately. This shall not apply insofar as the Supplier is responsible for the delay. Delivery times shall be binding only if expressly designated as binding and provided that all advance obligations of the Customer are fulfilled in due time. Schedules shall be adjusted in the event of changes to the scope of supply, delays caused by the Purchaser, supply chain disruptions or other circumstances not attributable to the Supplier.

2. Compliance with the delivery time is subject to correct and timely supply to the Supplier itself. The Supplier shall notify the Purchaser of foreseeable delays as soon as possible.

3. The delivery time shall be deemed met if the goods have left the Supplier's works or readiness for shipment has been notified before expiry of the delivery time. Where acceptance is required, the acceptance date shall be decisive, except in the event of a justified refusal of acceptance, alternatively the notification of readiness for acceptance.

4. If shipment or acceptance of the goods is delayed for reasons attributable to the Purchaser, the costs incurred as a result of the delay shall be charged to the Purchaser, beginning one month after notification of readiness for shipment or acceptance.

5. If failure to comply with the delivery time is due to force majeure, industrial disputes or other events beyond the Supplier's control, the delivery time shall be extended appropriately.

6. If shipment is delayed at the Purchaser's request or instigation, the Purchaser shall be charged, beginning one month after notification of readiness for shipment, the costs incurred for storage, but at least 0.5% of the invoice amount for each month. After setting a reasonable period and its fruitless expiry, the Supplier shall be entitled to dispose of the goods elsewhere and to supply the Purchaser subject to an appropriately extended period.

V. Transfer of Risk, Shipment, Acceptance

1. The risk of accidental loss of or deterioration of the goods shall pass to the Purchaser upon provision of the goods ex works or in accordance with the Incoterms agreed in each case.

2. Acceptance by the Purchaser must be carried out on the acceptance date, alternatively following notification of readiness for acceptance. The Purchaser may not refuse acceptance due to a non-material defect. Upon acceptance, deemed acceptance or productive use of the goods, the agreed performance shall be deemed rendered. Any outstanding, non-material residual work that does not affect readiness for acceptance shall be documented and shall not prevent the remuneration from becoming due or the transfer of risk.

3. If provision, shipment or acceptance is delayed or does not take place due to circumstances not attributable to the Supplier, risk shall pass to the Purchaser on the date on which provision, readiness for shipment or readiness for acceptance is notified.

4. Partial deliveries shall be permissible insofar as reasonable for the Purchaser.

5. If, despite readiness for acceptance, the Purchaser does not accept the goods within 10 working days, or refuses acceptance without identifying material defects, acceptance shall be deemed to have taken place. The same applies if the Purchaser productively uses or resells the goods. Partial acceptance shall be permissible.

6. Where functional tests, FAT (Factory Acceptance Test) or SAT (Seller Acceptance Test) have been agreed, only the acceptance criteria agreed in writing shall apply. Non-material defects shall not entitle the Purchaser to refuse acceptance; they shall be recorded in a defect report and remedied within a reasonable period.

VI. Retention of Title

1. The Supplier shall retain title to the goods until receipt of all payments under the supply contract, including any ancillary services additionally owed. Upon conclusion of the contract, the contractual partner assigns to the Supplier by way of security, in full and together with all ancillary rights, all claims against its customer arising from resale or on any other legal basis. If the value of the securities exceeds the total claim by more than 20%, the Supplier shall, upon request, release securities of its choice.

2. The Supplier shall be entitled to insure the goods, at the Purchaser's expense, against theft, breakage, fire, water and other damage unless the Purchaser can demonstrate that it has taken out such insurance itself.

3. The Purchaser may neither sell nor pledge nor assign the goods by way of security. In the event of attachment, seizure or other disposition by third parties, it shall notify the Supplier without undue delay.

4. In the event of breach of contract by the Purchaser, in particular late payment, the Supplier shall be entitled, after a reminder, to take back the goods, and the Purchaser shall be obliged to surrender them.

5. By virtue of the retention of title, the Supplier may demand surrender of the goods only if it has rescinded the contract.

VII. Claims for Defects

Material Defects

1. Insofar as the parties have agreed characteristics of the purchased item, the objective requirements applicable to the purchased item shall not apply in this respect. Performance values, cycle times, availability levels, consumption values or other performance indicators shall be binding only if expressly agreed in writing as guaranteed values. This is always subject to compliance with the agreed boundary conditions, materials, workpieces, media, environmental conditions, operation, maintenance and process parameters. Deviations specific to the plant and, where applicable, the site shall be permissible.

2. At the Supplier's option, all parts that prove defective as a result of a circumstance existing before the transfer of risk shall be repaired or replaced free of defects. The Supplier shall be notified in writ-

ing without undue delay of any such defects. Replaced parts shall become the property of the Supplier.

3. The Purchaser shall provide the Supplier with the necessary time and opportunity to carry out all repairs and replacement deliveries deemed necessary by the Supplier; otherwise, the Supplier shall be released from liability for the resulting consequences.

4. Only in urgent cases involving a risk to operational safety or to avert disproportionately large damage, in which case the Supplier must be notified immediately, shall the Purchaser be entitled to remedy the defect itself or through third parties and demand reimbursement from the Supplier of the necessary expenses.

5. Insofar as the complaint proves justified, the Supplier shall bear the expenses necessary for subsequent performance, provided this does not impose a disproportionate burden on the Supplier. Additional costs resulting from relocation to a place other than the place of performance shall be borne by the Purchaser.

6. Within the scope of the statutory provisions, the Purchaser shall be entitled to rescind the contract if the Supplier twice allows a reasonable period set for repair or replacement due to a material defect to expire without success. In the case of a minor defect, the Purchaser shall only be entitled to a reduction in price.

7. In particular, no liability shall be assumed in the event of unsuitable or improper use, faulty installation or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable ground conditions, or chemical, electrochemical or electrical influences, unless attributable to the Supplier.

8. If the Purchaser or a third party carries out improper repairs, the Supplier shall not be liable for any resulting consequences. The same shall apply to modifications to the goods made without the Supplier's prior consent.

9. Upon receipt of the delivery, the Purchaser shall be subject to the immediate inspection and notification duties pursuant to Section 377 of the German Commercial Code (HGB).

10. Wear parts, operating materials and consumables are excluded from liability for defects unless an initial material or manufacturing defect exists.

11. Guarantees in the legal sense, in particular performance, availability or cycle-time guarantees, shall exist only if expressly designated as guarantees and agreed in writing.

Defects in Title

12. If use of the goods results in an infringement of industrial property rights or copyrights in Germany, the Supplier shall, at its own expense, generally procure for the Purchaser the right to continue using the goods or modify the goods in a manner reasonable for the Purchaser so that the infringement ceases.

13. If this cannot be achieved on economically reasonable terms or within a reasonable period, the Purchaser shall be entitled to rescind the contract. Under the aforementioned conditions, the Supplier shall also be entitled to rescind the contract.

14. In addition, the Supplier shall indemnify the Purchaser against claims of the relevant rights holders that are undisputed or have been finally adjudicated.

15. The Supplier's obligations shall apply only if the Purchaser informs the Supplier without undue delay, provides reasonable assistance, leaves all defensive measures, including out-of-court settlements, to the Supplier, the defect in title is not based on an instruction of the Purchaser, and the infringement was not caused by an unauthorized modification or use contrary to the contract.

16. Where drawings, specifications, software, materials or instructions are provided by the Purchaser, the Purchaser shall indemnify the Supplier against third-party claims for infringement of industrial property rights insofar as the infringement is based on such instructions or materials.

VIII. Liability of the Supplier, Exclusion of Liability

1. If, as a result of culpably omitted or incorrect proposals or advice by the Supplier, or culpable breach of other ancillary contractual obligations, the goods cannot be used by the Purchaser in accordance with the contract, the provisions governing claims for defects and liability shall apply to the exclusion of further claims.

2. For damage not occurring to the goods themselves, the Supplier shall be liable, irrespective of the legal basis, only in cases of intent and gross negligence, culpable injury to life, limb or health, fraudulent concealment of defects, under a guarantee, and insofar as liability is mandatory under the German Product Liability Act (ProdHaftG).

3. In the event of culpable breach of material contractual obligations, the Supplier shall also be liable for ordinary negligence, but only up to the amount of the damage typical for the contract and reasonably foreseeable. Further claims are excluded.

4. The Supplier shall not be liable for loss of profit or individual costs of the Purchaser. Indirect damage, consequential damage, loss of production, loss of use, business interruption, additional costs of replacement procurement, loss of data, contractual penalties or third-party claims for damages against the Purchaser are excluded to the extent permitted by law and unless expressly agreed otherwise in writing.

5. The Supplier's aggregate liability shall be limited in amount to the net order value of the affected delivery or service, but no more than any liability cap expressly agreed in the contract. The limitation of liability shall not apply in cases of intent, gross negligence, injury to life, limb or health, fraudulent concealment of a defect or mandatory liability under the German Product Liability Act.

IX. Limitation Periods

1. All claims of the Purchaser under Section VII, irrespective of their legal basis, shall become statute-barred after 12 months. However, the warranty period shall in all cases end no later than 15 months after shipment of the goods; this shall also apply to the limitation of recourse claims within the supply chain pursuant to Section 445b (1) BGB. The suspension of expiry pursuant to Section 445b (2) BGB shall remain unaffected; it shall end no later than five years after the supplier delivered the item to the seller. These provisions shall not apply if the final contract in this supply chain is a consumer goods purchase. The statutory limitation periods shall apply to claims for damages based on intent, gross negligence, injury to life, limb or health and mandatory product liability. They shall also apply to defects in a building or to goods that, in accordance with their customary use, were used for a building and caused its defectiveness.

X. Software Use, Data, Remote Access and Cybersecurity

1. Insofar as software is included in the scope of supply, the Purchaser shall be granted a non-exclusive, non-transferable right to use the supplied software, including documentation, exclusively on the goods for which it is intended. Use on more than one system is prohibited.

2. The Purchaser may reproduce, modify, translate or convert the software from object code into source code only to the extent permitted by law (Sections 69a et seq. of the German Copyright Act (UrhG)). Manufacturer information, in particular copyright notices, may not be removed or altered.

3. All other rights to software and documentation, including copies, shall remain with the Supplier or the software supplier. Sublicensing is not permitted.

4. Interfaces, source codes, parameter settings, algorithms, know-how, diagnostic data and service data shall be made available by the Supplier to the Purchaser only to the extent expressly agreed in writing.

5. Insofar as remote access, remote maintenance or digital services are agreed between the Supplier and the Purchaser, the Purchaser shall ensure the necessary technical and organizational prerequisites. The Supplier shall not be liable for disruptions, security incidents or data loss attributable to the Purchaser's systems, networks, access credentials or security measures.

6. The Supplier shall be entitled to use technical operational, diagnostic and service data in anonymized or aggregated form for the improvement, maintenance, analysis and further development of its products and services, provided that no mandatory statutory provisions or expressly agreed confidentiality obligations conflict therewith.

XI. Export Regulations, Sanctions and Compliance

1. When exporting our products, the applicable export and control regulations must be observed. Any required permits shall be obtained by the contractual partner in due time and submitted to us. If this is not done, we shall be entitled to rescind the contract without being liable to the contractual partner for damages in this respect.

2. The assessment of whether a product requires an export license and whether the export is subject to special control regulations shall be the responsibility of the party responsible under the applicable law; however, the Purchaser shall provide the Supplier completely and correctly with all information required for export control, in particular the end use, end user, country of destination and any onward deliveries. The Supplier shall be entitled to refuse or suspend performance or to rescind the contract insofar as the delivery, service, payment or other performance of the contract would violate applicable export control, sanctions, embargo or customs regulations, or where a corresponding risk cannot reasonably be excluded.

3. The Purchaser undertakes not to use, onward supply or otherwise make available the supplied products, directly or indirectly, for prohibited purposes, prohibited end users or prohibited destination countries. For each breach, the Purchaser shall indemnify the Supplier against third-party claims and against fines, costs and expenses insofar as the breach is attributable to the Purchaser.

XII. Force Majeure / Supply Chain Disruptions

1. Force majeure and other events beyond the Supplier's reasonable control, in particular natural disasters, war, terrorism, pandemics, epidemics, industrial disputes, governmental measures, energy crises, cyberattacks, disruptions to transport routes, supply chain disruptions, shortages of materials or components, failure of upstream suppliers, sanctions or embargoes, shall release the Supplier from its performance obligations for the duration and to the extent of the disruption.

2. Delivery periods shall be extended appropriately. If performance of the contract becomes substantially more difficult or economically unreasonable for the Supplier, the parties shall be obliged to negotiate an appropriate adjustment of the contract. If no adjustment is agreed, the Supplier shall be entitled to rescind the contract in whole or in part.

XIII. Final Provisions

1. All legal relationships between the Supplier and the Purchaser shall be governed exclusively by the law of the Federal Republic of Germany applicable to legal relationships between domestic parties, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German conflict-of-laws rules.

2. The place of jurisdiction shall be the court having jurisdiction at the Supplier's registered office. However, the Supplier shall also be entitled to bring an action at the Purchaser's principal place of business.