

General Terms and Conditions of Pascal GmbH

1 Application

- 1.1 Our shipments and services are provided exclusively in accordance with the following terms and conditions, unless expressly agreed otherwise in writing.
- 1.2 We reject the customer's General Terms and Conditions (General Terms and Conditions of Purchase); they shall only become part of the contract if we have expressly agreed to them in writing. Our General Terms and Conditions shall also apply if we perform the service to the customer without reservation in the knowledge that the customer's conditions conflict with or deviate from our Terms and Conditions.

2 Offer, Conclusion of Contract, Prices

- 2.1 These terms and conditions shall also apply to all future transactions between us and the customer. They shall also apply if we have concluded a separate written contract with the customer, in particular a framework supply agreement or a dealer agreement.
- 2.2 Our offers are subject to change. Written and verbal orders and other agreements as well as verbal subsidiary agreements shall only become effective and binding upon our written confirmation. In the event of immediate delivery, the order confirmation may be replaced by the shipment of the goods.
- 2.3 Our contractual obligations as well as those of the customer result exclusively from the concluded written contract. Weights, dimensions, capacities, prices, performance specifications or other information contained in catalogues, circulars, advertisements, or price lists are not binding unless they are expressly included in the written contract by reference.
- 2.4 Our shipments and services are always based on the prices valid at the time the order is placed.
- 2.5 Our prices are quoted ex the agreed Pascal plant or branch plus the applicable statutory value added tax, other taxes and duties as well as plus the costs of packaging, transport, storage and carriage to the place of delivery. We are entitled to charge the customer for new taxes and duties. We are also entitled to pass on to the customer any costs incurred by us due to the implementation of new, legally binding safety regulations.

- 2.6 Insofar as special agreements are granted to the customer, these shall only apply subject to the condition that the customer duly fulfils his contractual obligations. Non-fulfilment entitles us to revoke the special agreements immediately.

3 Shipment, transfer of risk

- 3.1 The shipment of the goods shall be made ex the agreed Pascal plant. Partial shipment will only be made at the special request of the customer. Subject to special agreements, the transport route and means of transport shall be left to our choice; the transport costs shall be borne by the customer if not stipulated differently in the written contract.
- 3.2 The risk shall be transferred to the customer when the goods are handed over to the carrier or other transporter. We are entitled, but not obliged, to insure shipments in the name of and for the account of the customer.
- 3.3 In the event of self-collection of the goods, the goods reported ready for dispatch must be collected without delay. If this does not happen, we are entitled to dispatch them at our discretion at the expense and risk of the customer or to store them at our discretion and to invoice them immediately. The transfer of risk takes place with the provision of the goods ready for dispatch.
- 3.4 Any damage or loss must be certified by the carrier on the consignment note without undue delay upon receipt of the goods and claims must be asserted.

4 Delivery period

- 4.1 The determination of delivery and execution deadlines requires special written agreements. The agreed delivery date shall in no case constitute a relative or absolute fixed date transaction.
- 4.2 Deadlines shall not commence before final determination of all commercial and technical prerequisites for the execution of the order. The day of dispatch ex works shall be deemed to be the day of delivery.
- 4.3 Compliance with our delivery obligation further requires the timely and proper fulfilment of the customer's obligation. In this case, the risk of accidental deterioration and accidental loss of the goods shall pass to the customer at the time of non-performance or breach of the duties to cooperate. The objection of non-performance of the contract remains unaffected.

4.4 In the event that we are in default, the customer may set a reasonable grace period of at least two weeks with the declaration that he will refuse to accept the performance after the expiry of this period. If the shipment does not take place within the grace period, the customer shall be entitled to withdraw from the contract.

5 Force majeure

In cases of force majeure, in particular war, armed conflicts, natural disasters, strikes, epidemics, pandemics (whether declared or not), government restriction measures due to an epidemic, pandemic or armed conflicts, other governmental or official measures, lockouts, riots, unrest, machine damage not due to improper maintenance, late or improper delivery by our suppliers, disruptions in the supply of energy and raw materials, extraordinary traffic and road conditions and other operational disruptions for which we are not responsible, we shall be entitled to postpone the shipment for the duration of the impediment or, if an end to the impediment is not foreseeable, to withdraw from the contract in whole or in part without further obligations. This also applies if the force majeure occurs during the default.

6 Rights of the customer in the event of material defects

6.1 The assertion of the customer's rights presupposes that the customer has complied with his obligations to inspect and give notice of defects in accordance with section 377 of the German Commercial Code (HGB). Unless otherwise agreed, we deliver goods according to a defined product specification. We reserve the right to make changes to the construction and/or design which do not affect either the functional capability or the value of the delivery item and do not entitle the customer to give notice of defects. In the event of defects which do not or only insignificantly impair the value and/or the usability of the delivered goods, there shall be no claims for defects.

6.2 The customer must inspect the goods immediately after receipt of the shipment, insofar as this is feasible in the ordinary course of business, and, if a defect is discovered, must notify us of the defect without undue delay. Defects that could not be discovered immediately even with the most careful inspection must be reported to us without undue delay after their discovery.

6.3 In the event of any notice of defect, we shall be entitled to inspect and examine the goods in question. If the inspection reveals that we are not responsible for the defect, the

customer is obliged to reimburse us for our services (including any transport, inspection and disposal costs).

6.4 If the delivered item is defective or does not comply with a guaranteed quality, we will remedy the defect at our discretion within a reasonable period of time free of charge either by rectification or shipment of an item free of defects (subsequent performance).

6.5 In the event that the rectification of defects or replacement delivery fails within a reasonable period of time, the customer shall be entitled, at his discretion, to withdraw from the contract or to demand a reduction of the remuneration. Claims for damages and further claims shall be governed exclusively by sec. 7.

6.6 Claims for defects shall become time-barred within 12 months except a different limitation period has been agreed upon in a written contract. The limitation period begins with the delivery of the goods.

7 Liability

7.1 We shall be liable without limitation in accordance with the statutory provisions, both if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents, and in the event of culpable breach of a material contractual obligation (cardinal obligation, an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the contractual partner regularly relies on and may rely on) and in the event of fraudulent concealment of a defect or assumption of a guarantee of quality as well as for claims under the Product Liability Act. We shall also be liable without limitation in accordance with the statutory provisions for damages arising from injury to life, physical injury or damage to health.

7.2 Otherwise, liability for damages is excluded. In this respect, we shall in particular not be liable for damage that has not occurred to the delivery item itself. Insofar as we are not accused of intentional breach of contract, i.e. in the case of gross negligence, and in the case of breach of an essential contractual obligation, our liability shall be limited to the foreseeable, typically occurring damage.

7.3 Any claims for damages, with the exception of the claims listed in sec. 7.1, shall become time-barred within one year from the statutory commencement of the limitation period.

7.4 A change in the burden of proof to the detriment of the

customer is not implied by the above provisions.

8 Payments

- 8.1 Invoice amounts are to be paid within 30 days from the date of the invoice and without deductions, unless otherwise agreed in the contract or stated in the invoice. Other agreements must be made in writing. Payments shall only be deemed to have been made once the respective amount has been credited to our account.
- 8.2 All payments shall always be credited first to interest and costs and then to our oldest outstanding claims, even if the customer has made a different specification.
- 8.3 Offsetting with disputed and not legally established counterclaims and retention on the basis of such claims are inadmissible insofar as the right of retention is not based on the same contractual relationship.

9 Interest on outstanding amounts, default of payment

- 9.1 If the due date pursuant to sec. 8.1 is not met, interest on defaulted payment shall be charged at a rate of nine percentage points above the respective base interest rate. The assertion of further damage caused by default remains unaffected by this.
- 9.2 We shall not be obliged to make any further shipments under current contracts before full payment of amounts due, including interest and any associated costs.
- 9.3 If the customer is in default with a due payment or if circumstances become known to us which make the creditworthiness of the customer appear doubtful, we can make all outstanding claims due immediately, even if they have been deferred, security has been given for them or bills of exchange have been issued. In this case, we are entitled, without impairing further rights, to carry out outstanding shipments only in exchange for advance payment, to demand securities or to withdraw from contracts after a reasonable period of grace or to demand compensation for damages. In particular, we are entitled to terminate a contract without notice if an application has been made to open insolvency proceedings against the customer's assets.
- 9.4 If the client is in default, in addition to the usual default damages, the client may also be charged for the collection of income.

10 Retention of title

- 10.1 We retain title to the delivered goods until all claims to which we are entitled from the business relationship with the customer, including interest and any costs, have been paid. In the case of current accounts, the reserved property shall be deemed to be security for our balance claim. The reserved goods are intended exclusively for the consumption of the customer.
- 10.2 Processing of goods delivered by us which are still our property shall always be carried out on our behalf, without any liabilities arising for us from this. If the goods delivered by us are mixed or combined with other items, the customer shall assign to us the (co-)ownership of the resulting item in the ratio of the invoice value of our goods subject to retention of title to the invoice value of the other goods used.
- 10.3 The customer may only sell or use (e.g. within the framework of a contract for work and services or a contract for labour and materials) the delivered goods in the regular course of business and only if his customer has not excluded the assignment of the claim from the resale or further use.
- 10.4 In order to secure all claims, including those arising in the future, from the business relationship, the customer hereby assigns to us all claims (including those from the current account) together with ancillary rights, which arise from the resale and other use of the retained goods (e.g. combination, processing, installation in a building). If the sale or other use of our goods subject to retention of title - irrespective of their condition - takes place together with the sale or other use of objects to which third party rights exist and/or in connection with the provision of services by third parties, the advance assignment shall be limited to the billed value of our invoices.
- 10.5 The customer is entitled to collect the claims assigned to us. In the event of default in payment, cessation of payments, application for or opening of insolvency or out-of-court composition proceedings or other deterioration of the customer's assets, we may revoke the collection authorisation. Upon request, the customer shall disclose to us the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtor of the assignment. We are also entitled to notify the customer's debtors of the assignment and to demand payment from them.
- 10.6 Insofar as the retention of title is asserted due to a non-substantial delay in payment, the assertion shall not constitute a withdrawal from the contract unless we expressly declare this in writing. The same applies to the reclaiming of the retained

- goods.
- 10.7 The pawning or transfer of ownership by way of security of goods subject to retention of title to third parties is excluded. The customer shall be obliged to ward off and immediately notify us of all seizures of and impairments to our property as well as to items which, although not our property, have been handed over to the customer by us - irrespective of the legal basis. Insofar as the third party is not capable of reimbursing us for the court and out-of-court costs of any action pursuant to sec. 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable for the loss incurred by us.
- 10.8 In the event of default in payment, cessation of payments, application for composition or insolvency by the customer or a creditor, we are entitled - without prejudice to all further rights - to take back the retained goods, to obtain direct possession of them ourselves or through authorised representatives, irrespective of where they are located, and to sell them elsewhere. The customer is obliged to surrender the retained goods to us and to provide us with the information and hand over the documents required to assert our rights. The proceeds less all costs and expenses in connection with the sale - which we may charge at 10% of the sales proceeds without specific proof - shall be credited to the customer's total debt; any surplus shall be paid out. However, the customer shall be entitled to prove to us that the costs and expenses for the sale of the retained goods are actually lower than provided for above.
- 10.9 If the realisable value of the securities to which we are entitled exceeds the total claim against the customer by more than 10%, we shall be obliged, at the customer's request, to release excess securities at our discretion.

11 Assurances and representations, warranties

- 11.1 Warranties for the quality and durability of the delivered goods shall only be deemed to have been assumed insofar as we have expressly declared the warranty as such in writing. We shall only be liable for public statements, in particular in advertising, if we have initiated them. Claims for defects can only be asserted on the basis of such a statement if the statement has actually influenced the customer's decision to purchase. Warranties assumed by our suppliers in warranty statements, relevant advertising or other product documentation are not initiated by us. They are exclusively binding on the supplier who declares this assumption of guarantee. Sentence 1 remains unaffected.

- 11.2 Our employees are not entitled to deviate from the content of contracts by verbal or written assurances or representations or to supplement the content of the contract. This does not apply to assurances or representations made by our executive bodies and authorised signatories, or persons authorised by them for this purpose.

- 11.3 Warranties may only be issued by our authorised signatories. Insofar as employees who have not been granted procuratorship make promises of guarantee, these shall be invalid.

12 Insurance

- 12.1 Goods and equipment which are only handed over to the customer for use or subject to retention of title shall be insured by the customer against damage and destruction at the respective original value.
- 12.2 At our request, the customer must provide evidence of the existence of insurance coverage.

13 Prohibition of assignment

The customer is not entitled to transfer rights or claims to third parties or to assign them to third parties.

14 Legal succession

The customer is obliged to notify us of any change, in particular of his company name or legal status, without being asked to do so. The customer shall be liable for any disadvantages resulting from a failure to notify or a delay in notifying us.

15 Data protection information

We would like to point out to our customers that we - exclusively for business purposes - process their personal data with the help of electronic data processing in accordance with the regulations of the German Federal Data Protection Act (Bundesdatenschutzgesetz). Within the scope of order processing, certain data (name, address, invoice data and, if applicable, information about a non-contractual payment processing by the customer) may be transmitted to credit agencies.

16 Intellectual property rights

The customer acknowledges that the intellectual property rights in respect of the goods and all rights arising therefrom remain the sole property of us or our suppliers or

manufacturers of the goods. Nothing in the contract or these Terms and Conditions shall be construed as granting or conferring any right or licence to the customer in relation to the goods. No licence under any patent is conferred by the sale of the goods, whether expressly or by implication, estoppel or otherwise.

We do not warrant in any way that the goods are free from infringement or violation of the intellectual property rights of any third party.

17 Confidentiality

17.1 Unless expressly agreed otherwise in writing, all information (whether written, electronic, oral, digital or in any other form) received by the customer in connection with the contractual relationship or of which the customer becomes aware during the business relationship shall be treated confidentially.

17.2 The confidentiality obligation does not apply to information,

- a. which were demonstrably already known to the customer prior to disclosure, provided that the client notifies us within one month of receipt of such information;
- b. which are already publicly known or accessible at the time of their disclosure to the customer or become publicly known or accessible after disclosure not based on a breach of contract by the customer;
- c. which the customer has received from third parties, provided that this information is not the subject of a confidentiality agreement with us;
- d. the disclosure of which to third parties has been approved by us in advance in writing or in text form; or which we are required to disclose by law, court order or regulatory order.

17.3 The duty of confidentiality shall also remain in force beyond the termination of the contractual relationship.

18 Compliance with laws

18.1 In performing this order, the client shall comply with all applicable domestic and foreign laws, rules, regulations, and regulatory requirements, including competition-related laws, rules, regulations, and regulatory requirements.

18.2 At our request, the customer is obliged to cooperate in any inspection carried out to determine whether the customer is complying with the compliance provisions.

19 Miscellaneous provisions

19.1 The place of performance for our shipments is the specified Pascal plant or branch. For all other services, the place of performance is Leinfelden-Echterdingen.

19.2 Our legal relationship with the customer shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the uniform international law on the sale of goods and the UN Convention on Contracts for the International Sale of Goods.

19.3 If the customer is a merchant, a legal entity under public law or a special fund under public law, if the customer does not have a general place of jurisdiction in Germany, if the customer moves its place of residence or habitual residence outside the territory of the Federal Republic of Germany after conclusion of the contract or if its place of residence or habitual residence is unknown at the time of filing an action, the exclusive place of jurisdiction for all disputes arising from and in connection with the contract and these provisions shall be Leinfelden-Echterdingen. To the extent permitted by law, we may also sue the customer at the court of his general place of jurisdiction.

19.4 If any provision in these General Terms and Conditions or any provision under any other agreement between the customer and us is or becomes invalid, the validity of all other provisions or agreements shall not be affected thereby.

Leinfelden-Echterdingen May 2022