

GENERAL TERMS AND CONDITIONS OF DELIVERY

of

Bichamp Cutting Technology EMEA GmbH

Valid as of: 01.09.2025

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1. Validity, written form

- 1.1 Our terms and conditions (“Terms and Conditions of Delivery“) shall apply exclusively to all our deliveries and services, including future ones. Deviating or additional terms and conditions of the customer shall not be binding on us, even if we do not object to them in individual cases, unless we expressly acknowledge them. In this case, they shall only apply to the respective individual contract.
- 1.2 Our Terms and Conditions of Delivery shall only apply to entrepreneurs (Section 14 German Civil Code, BGB), legal entities under public law and special funds under public law.
- 1.3 Unless expressly stipulated otherwise in these Terms and Conditions of Delivery, the agreed written form shall also be deemed to be complied with by fax or email.

2. Conclusion of contract

- 2.1 Our offers are always subject to change without notice, unless expressly designated as binding. We are entitled to accept orders from the customer within two weeks; the period begins with the receipt of the order.
- 2.2 Orders as well as changes to orders shall only be accepted by us once we have confirmed them. The receipt of a delivery bill or an invoice by the customer as well as the execution of the delivery or service shall be deemed as confirmation. If the customer has any objections to the content of a confirmation, the customer must object to it without undue delay; otherwise, the contract shall be concluded upon acceptance of the delivery.
- 2.3 The customer shall be responsible for checking its order and all contractual documents for completeness, correctness and suitability for its intended purpose.
- 2.4 With the exception of managing directors (Geschäftsführer) and authorised signatories (Prokuristen), our employees are not authorised to make verbal side agreements or give verbal assurances that deviate from or go beyond these Terms and Conditions of Delivery or our written order confirmation.
- 2.5 The conclusion of the contract is subject to the reservation of self-delivery. This shall not apply if we are responsible for the non-delivery or incorrect delivery, in particular if we have not concluded a congruent purchasing transaction. We shall inform the customer without undue delay of the non-availability of the goods and reimburse any consideration paid without undue delay.
- 2.6 In the case of call order contracts, we agree with the customer on a delivery quantity which the customer may call within the agreed period. We must be notified of the call in good time to enable proper manufacture and delivery, but at least 8 weeks before the desired delivery date. Unless otherwise agreed, the customer must call the delivery quantity within 12 months of placing the call order contract. If the call is not made or not made in full within this period, the customer shall be in default of acceptance.

3. Prices, terms of payment, electronic invoicing

- 3.1 Unless otherwise stated in the order confirmation, our prices are exclusive of statutory value added tax and do not include packaging and transport costs.
- 3.2 If delivery is not to take place until more than four months after conclusion of the contract or if delivery cannot take place for reasons for which the customer is responsible, our list prices valid at the time of delivery shall apply to our delivery, retaining any originally agreed (quantity) discount. We shall also be entitled to adjust our list prices at our reasonable discretion in line with cost developments. This shall in particular apply to changes in prizes of material, energy, collectively wages, statutory and collectively agreed social benefits and freight costs, insofar as these are to be borne by us. We shall be entitled to increase prices and obliged to reduce prices if the costs relevant to the delivery have changed significantly. In this case, we shall only take cost increases for one cost component into account for a price increase to the

extent that the cost increase is not offset by any cost reductions for other cost components. Cost reductions shall only be taken into account if they are not offset by cost increases in other cost components. If it is unreasonable for the customer to adhere to the contract on the basis of the adjusted price, they may withdraw from the contract.

- 3.3 Unless another form of invoicing is required by law, we are entitled to send the customer an electronic invoice or other invoice in electronic format (e.g. as a PDF document) or a paper invoice at our discretion.
- 3.4 Our claims are due upon delivery and payable within 14 days from the date of the invoice without deduction in EURO. We shall be entitled to issue partial invoices for partial deliveries; the payment terms for each partial invoice run separately. We shall grant a discount only after separate agreement. In the event of default in payment, we shall have the statutory rights.
- 3.5 If the customer is in arrears with a payment for more than two weeks, if the customer has suspended its payments or if it becomes apparent after the conclusion of the contract that our claims are at risk due to the customer's inability to pay, we may declare our claims from all contracts immediately due for payment. For undelivered goods, we may set a reasonable deadline for advance payment or provision of security; after unsuccessful expiry of the deadline, we may withdraw from the contract and demand compensation.
- 3.6 The customer shall only be entitled to set-off or retention rights if its counterclaim is undisputed or has been legally established or insofar as its counterclaim is based on the same contractual relationship as our claim.

4. Delivery, transfer of risk

- 4.1 Unless otherwise agreed, our deliveries shall be ex works (Incoterms 2020); Section 3.1 applies to the costs of packaging and shipping.
- 4.2 If delivery is delayed due to circumstances for which we are not responsible, the risk shall pass to the customer from the date that we notified them that the goods are ready for delivery. In this case, we shall be entitled to store the goods at our discretion at the expense and risk of the customer and to demand payment of the agreed price. We may charge a flat rate of 1.0% of the invoice amount per month or part thereof; we reserve the right to prove higher costs and the customer reserves the right to prove lower costs.
- 4.3 If shipment of the goods has been agreed, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon their dispatch, at the latest when they leave our works or warehouse, even if we make the delivery or have assumed the shipping costs. Mode of dispatch, route and packaging shall be chosen at our discretion in the absence of instructions of the customer in written form. We shall only take out transport insurance on request and expense of the customer. The customer is obliged to inspect the goods for transport damage upon receipt, to inform the transport person immediately of any transport

damage and to have the damage notification signed by the transport person on the consignment note, forwarding order or delivery bill; the customer shall also inform us immediately of the transport damage by means of a damage report.

- 4.4 Compliance with dates and deadlines shall always be subject to the condition that all commercial and technical questions between the parties have been clarified and that the customer has fulfilled all obligations to cooperate and provide assistance, including the payment of an agreed advance or down payment. Otherwise, dates and deadlines shall be extended accordingly. If the customer requests a different design of the delivery item prior to delivery, the delivery period shall be interrupted until agreement has been reached on the modified design and, if necessary, extended by the time required for the modified design.
- 4.5 In the event of a delay in delivery, the customer shall have the statutory rights. Clause 9 shall apply to claims by the customer for damages and/or reimbursement of expenses.
- 4.6 If the customer is in default of acceptance or culpably violates obligations to cooperate, we shall be entitled to demand compensation any resulting damages, including but not limited to additional expenses.
- 4.7 We shall be entitled to make partial deliveries and render partial services, provided that (a) the partial delivery is usable for the customer within the scope of the contractual purpose, (b) the delivery of the remaining ordered goods is ensured, and (c) this does not result in significant additional expenditure or additional costs for the customer (unless we agree to assume these costs).

5. Reusable transport material

- 5.1 Unless otherwise agreed, we shall invoice the customer for reusable transport materials (e.g. pallets) provided to the customer at the usual market prices, unless the customer provides us with reusable transport materials of the same type, quality and quantity in exchange upon delivery.

6. Force majeure

- 6.1 If our deliveries or services are prevented, impeded or disrupted by force majeure, we shall be released from our performance obligations for the duration and to the extent of the impact, even if we are in default.
- 6.2 Force majeure shall be deemed to exist in a case beyond our control that prevents us from fulfilling our obligations in whole or in part; this includes, in particular, fire damage, floods, epidemics, labour disputes, unrest, war or terrorist conflicts, as well as operational disruptions or official orders for which we are not responsible. The same applies if approvals from third parties that are necessary for the execution of deliveries are not received by us in good time, even though we have applied for them in good time.
- 6.3 If such events make delivery or performance significantly more difficult or impossible and the hindrance is not only of a temporary nature, we shall be entitled to withdraw from the contract.

In the event of obstacles of a temporary nature, the delivery or performance deadlines shall be extended or the delivery or performance dates postponed by the period of the hindrance plus a reasonable start-up period. If, as a result of the delay, the customer cannot reasonably be expected to accept the delivery or service, they may withdraw from the contract by giving immediate written notice.

7. Retention of title, security rights

- 7.1 Until full payment of the purchase price, including all ancillary claims, and until payment of all other claims, including future claims, arising from the entire business relationship, we retain title to the delivered goods ("reserved goods"). In the case of a current account, the retained title shall be deemed to be security for the balance of the account. The customer shall store the reserved goods for us free of charge.
- 7.2 The retention of title shall extend to 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 ownership rights remain, 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 subject to retention of title.
- 7.3 The customer may not pledge the reserved goods or assign them as security. The customer shall notify us immediately in writing of any access by third parties to the reserved goods, in particular seizures. The customer shall be obliged to immediately object to such seizure, referring to our rights. The customer shall assume the costs of measures to defend against or remove access by third parties.
- 7.4 In the event of default in payment, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the immediate return of the reserved goods.
- 7.5 The customer shall be entitled to sell goods subject to our retention of title in the ordinary course of business if the customer is not in default of payment of our purchase price claims. The customer hereby assigns to us all claims arising from the sale, including all ancillary rights. We accept the assignment. The customer shall be entitled to receive the payment on the assigned claims. We are entitled to restrict the right of the customer to receive the payment on the assigned claims for justified reasons and revoke it for good cause, in particular in the event of default in payment. We are entitled to demand that the customer informs us of the claims assigned by him and its debtors, provides all information necessary for collection, hands over the relevant documents and discloses the assignment to his debtor.
- 7.6 We shall undertake to release the securities to which we are entitled in accordance with the above provisions at our discretion at the customer's request insofar as their realizable value exceeds the claim to be secured by more than 10%. The release shall take place by way of transfer of ownership or re-assignment.

7.7 The costs of taking back and realizing the goods subject to retention of title shall be borne by the customer. The costs shall amount to a flat rate of 5% of the proceeds of realization, including value added tax, unless we can prove that higher costs have been incurred or the customer can prove that no costs or lower costs have been incurred.

8. Claims in case of defects

8.1 Scope of warranty

8.1.1 We guarantee the quality and properties solely in accordance with the information in our order confirmation and any technical specifications agreed in writing.

8.1.2 Public statements, promotions and advertising by us, the manufacturer or agents are irrelevant to the quality.

8.1.3 The lack of suitability for a purpose desired by the customer only constitutes a defect if we have expressly confirmed the suitability for this purpose.

8.1.4 Where necessary, our products comply with the legal requirements of the European Union (EU). We only guarantee compliance with legal requirements in countries outside the EU if this has been expressly agreed.

8.1.5 We are only obliged to deliver goods in Germany that are free of industrial property rights and copyrights of third parties (property rights). Claims by a customer are excluded if the infringement of property rights is caused by special specifications of the customer, by an application that we could not foresee, or by the fact that the goods have been modified by the customer or used together with products not supplied by us.

8.1.6 Our information on the delivery item or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as our representation thereof (e.g. drawings and illustrations) are only approximate unless the usability for the contractually intended purpose requires exact conformity. This information is a description of the delivery or service, but does not constitute a guarantee of quality. Deviations that are customary in industry and trade, and deviations that are due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are permissible, provided they do not impair the usability for the contractually intended purpose.

8.1.7 We reserve the right to make design changes in the interest of technical progress, provided that these do not impair functionality and are reasonable for the customer; they do not constitute a defect.

8.2 Inspection of the goods; notification of defects

8.2.1 Delivered goods shall be carefully inspected by the customer immediately after delivery; they shall be deemed to have been approved by the customer with regard to obvious defects if the customer does not notify us of these in writing immediately after

delivery. With regard to other defects, the goods shall be deemed to have been approved by the customer if they do not notify us in writing immediately after the defect became apparent; if the defect was already apparent at an earlier point in time during normal use, however, this earlier point in time shall be decisive for the start of the complaint period.

- 8.2.2 If the customer intends to install or attach the goods, they shall check the properties relevant for installation or attachment and for subsequent intended use upon receipt of the goods; in addition, the customer shall inspect the goods (again) immediately before installation, attachment or processing.
- 8.2.3 If the customer is a merchant, the obligations to inspect and give notice of defects under commercial law remain unaffected (§ 377 of the German Commercial Code (HGB)).
- 8.2.4 The customer shall give us the opportunity to examine complaints – including those made by third parties. If the complaint is unfounded and the customer has recognized this or has negligently failed to recognize this, the customer shall be obliged to reimburse us for the costs incurred for the examination.

8.3 Warranty claims

- 8.3.1 In the event of defects, we shall, at our discretion, remedy the defect or deliver a new product (“subsequent performance”). Our right to refuse subsequent performance under the statutory conditions shall remain unaffected. In the event of failure, unreasonableness or refusal of subsequent performance, the customer shall be entitled to reduce the price or – in the case of defects that are not insignificant – withdraw from the contract; if we are responsible for the defect, the customer shall be entitled to claim damages within the limits of Section 9 .
- 8.3.2 We shall be entitled to make the subsequent performance conditional upon the customer paying the purchase price due. However, the customer shall be entitled to retain a portion of the purchase price commensurate with the defect.
- 8.3.3 We shall not bear any expenses in connection with subsequent performance that arise because the goods sold have been taken to a place other than the agreed place of performance, unless this corresponds to their contractual use.
- 8.3.4 The customer may not assign claims for defects.
- 8.3.5 Recourse claims by the customer against us pursuant to § 478 of the German Civil Code (recourse by the entrepreneur) and § 445a of the German Civil Code (recourse by the seller) shall exist only to the extent that the customer has not entered into any agreements with its customer exceeding the statutory claims for defects.

9. Liability for damages and reimbursement of expenses

- 9.1 Our liability for damages and reimbursement of expenses for slight negligence shall be excluded, in particular for breach of obligations arising from the contractual relationship and from tort, unless we have breached a material contractual obligation, i.e. an obligation the fulfilment of which is a prerequisite for the proper performance of the contract or on the fulfilment of which the customer may regularly rely. In this case, our liability shall be limited to the damage typical for the contract, the occurrence of which we had to expect at the time of conclusion of the contract on the basis of the circumstances known to us.
- 9.2 The customer shall be obliged to expressly notify us in writing of the risk of unusually high damage with each order; otherwise, we shall not be liable for such damage. Unusually high damage shall be deemed to exist in particular if the customer has committed itself to its customers or other third parties to pay a contractual penalty, lump-sum compensation or other payment in the event of defect or delay in connection with our performance to the customer.
- 9.3 However, our liability for damages resulting from injury to body, life or health, for intent and gross negligence, for the absence of a guaranteed quality and under the Product Liability Act (Produkthaftungsgesetz) shall be unlimited.
- 9.4 The above liability provisions shall apply to the same extent in favor of our directors, legal representatives, employees and other vicarious agents.

10. Team of technicians

- 10.1 At the customer's request, we shall be able to provide our customers with a team of technicians for an additional fee. Our team of technicians shall be able to make recommendations on our product range and advise customers on the possible settings for their machines. The team of technicians shall only make recommendations. Customers shall remain responsible for the correct selection and setting of our products for their machines.

11. Limitation period for claims for defects and replacement

- 11.1 The limitation period for claims by the customer due to a defect shall be reduced to one year. This shall not apply to an item that has been used for a building in accordance with its normal use and has caused its defectiveness; in this case, the statutory limitation period applies.
- 11.2 The limitation period for claims by the customer for damages and reimbursement of expenses that are not based on a defect in the goods shall also be one year.
- 11.3 This shall not affect liability for intentional or grossly negligent breaches of duty, liability for damage resulting from injury to body, life or health, or liability under the Product Liability Act (Produkthaftungsgesetz). The limitation period for the customer's statutory rights of recourse shall also remain unaffected.

12. Confidentiality

- 12.1 The customer shall be obliged to treat all commercial and technical information that become known to them through their business relationship with us as a trade secret and to use it only for the purposes of cooperation with us, as long as and to the extent that it is not or does not become generally known, in particular all information marked as "secret", "confidential" or similar. The information shall be stored carefully and protected against unauthorized access by third parties. This applies in particular to the customer's vicarious agents (including employees). They shall be bound to this obligation in writing; the obligations shall be presented to us upon request.

13. Final provisions

- 13.1 German law shall apply, but the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 13.2 If the customer is based in Germany or has moved their place of residence or habitual abode abroad after conclusion of the contract, or if neither the customer's place of residence nor habitual abode is known at the time the action is brought, the following shall apply: If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be our registered office in Frankfurt am Main or, at our discretion, the customer's registered office.
- 13.3 If the customer is based outside Germany but within the European Union in Norway, Iceland or Switzerland, the following shall apply: The place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be our registered office in Frankfurt am Main or, at our discretion, the customer's registered office.
- 13.4 If the customer is based outside the European Union, Norway, Iceland or Switzerland, the following shall apply: All disputes arising from and in connection with the contractual relationship shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS), excluding recourse to ordinary legal proceedings. The number of arbitrators shall be determined in accordance with Section 10.2 of the DIS Arbitration Rules (2018). The place of arbitration shall be at our place of business. The language of the proceedings shall be German. However, both parties shall be entitled to present their case in English and to submit documents in English. Common law procedural principles, such as those relating to the production of documents, shall not apply either directly or mutatis mutandis.
- 13.5 Should any provision of these Terms and Conditions of Delivery be or become invalid, this shall not affect the validity of the remaining provisions.

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