General Terms and Conditions of Sale

1. Scope of Application, Offers and Conclusion of Contract

1.1 The following General Terms and Conditions of Sale apply to all contracts of Neuenhauser Maschinenbau GmbH. They apply to use in dealings with persons who, when concluding the contract, are acting in the exercise of their commercial or independent professional activity (entrepreneurs within the meaning of section 14 of the German Civil Code (BGB)) and with legal entities under public law and special funds under public law. The following terms and conditions apply exclusively to all our deliveries and services. They are deemed to have been accepted at the latest upon receipt of the order confirmation. We do not recognise any terms and conditions of the customer that conflict with or deviate from our General Terms and Conditions of Sale, unless we have expressly confirmed them in writing. Our General Terms and Conditions of Sale also apply if, in knowledge of conflicting or deviating terms and conditions of the customer, we carry out delivery to the customer without reservation. Our General Terms and Conditions of Sale also apply to all future transactions with the customer.

1.2 Our offers are always subject to change without notice. If the order is to be qualified as an offer within the meaning of section 145 BGB, we may accept it within 4 weeks of its receipt.

1.3 Illustrations, drawings, technical data, details of weight, performance, dimensions, etc. are only approximately authoritative. As with the provision of samples and/or specimens, they only constitute warranties if we have expressly designated them as such in writing. We reserve the right to make technical changes to a reasonable extent. Such changes do not require the customer's consent.

1.4 We provide application-related advice to the best of our knowledge, based on our knowledge and experience. However, all information and advice on the suitability and use of our products are non-binding and do not release the customer from carrying out its own checks and tests. We owe the customer technical advice within the scope of concept development, project planning work, etc. only if such technical advice has expressly become the subject of our order. The customer is responsible for compliance with statutory and official regulations when using our products.

1.5 All orders are binding on us only after our confirmation in text form. Likewise, all other agreements not made at least in text form (in particular oral and telephone agreements) require our confirmation in text form.

1.6 Acceptance of an order and order confirmation are subject to the cover commitment of our trade credit insurance. Should the trade credit insurer reduce or cancel cover during the order phase, we are entitled to withdraw from the order.

1.7 We reserve title and copyright in illustrations, drawings, calculations, programs stored on data carriers, etc. Such documents and/or data carriers, and the data stored thereon, must not be made accessible to third parties. This applies in particular to such documents and/or data carriers that are designated as confidential. Prior to passing them on to third parties, the customer requires our express written consent.

2. Prices

2.1 Unless otherwise agreed, our prices apply ex works Neuenhaus and exclude statutory value added tax, freight, packaging, customs duties and the like.

2.2 In the event of any increases in material or labour costs occurring after conclusion of the contract and up to fulfilment of the order, we are entitled to demand negotiations on adjustment of the price.

2.3 The goods are dispatched at the invoice and risk of the customer.

3. Invoicing, Default in Payment, Set-off

3.1 Our invoices are due for payment without deduction within 10 days of receipt by the customer. If the payment deadline is exceeded, we are entitled to charge interest at the statutory rate from the due date and to assert all further statutory rights. If we are able to prove higher damages caused by the delay, we are entitled to assert such damages. However, the customer is entitled to prove to us that we have suffered no damage, or significantly less damage, as a result of the default in payment.

3.2 In the event of default in payment by the customer, all claims, including those that have been deferred, become due immediately. If this or other circumstances (suspension of payments, application for insolvency proceedings, etc.) call into question the customer's creditworthiness, we are further entitled to make further deliveries or services conditional upon advance payments or the provision of security. If, despite a request to do so, the customer fails to perform concurrently or is not willing to provide security, we may refuse further performance of the contract, claim damages for non-performance or withdraw from the contracts to the extent that deliveries or services have not yet been rendered.

3.3 If, upon review of the final invoice or other subsequent checks, we determine that we have made an overpayment to the supplier, the supplier is obliged to refund the excess amount received to us within twelve working days of receipt of the request for repayment. In respect of such repayment claims, the supplier may not rely on the defence of loss of enrichment pursuant to section 818(3) BGB.

3.4 The customer may only set off claims that are undisputed, legally established, or acknowledged by us. The customer may only assert a right of retention to the extent that it is based on claims arising from the same contract.

4. Delivery Time

4.1 Compliance with our delivery obligations presupposes the timely and proper fulfilment of the customer's obligations. Delivery periods and dates are only approximate unless expressly agreed otherwise. The commencement of the delivery time stated by us presupposes the clarification of all technical questions as well as the timely and proper fulfilment of the customer's obligations, in particular receipt of all documents to be supplied by the customer, required permits and approvals, timely clarification and approval of plans, and compliance with the agreed payment terms, in particular receipt of an agreed down payment, security or any letters of credit. If these requirements are not fulfilled in time, the delivery time is extended accordingly.

4.2 In the event of subsequent amendments to the contract affecting the delivery time, the delivery time is extended appropriately. The same applies to deliveries to areas outside the Federal Republic of Germany if the procurement or provision of required domestic or foreign official or non-official certificates is delayed. Clause 10 below applies to delivery delays due to force majeure, etc. Correct and timely self-supply by our upstream suppliers is reserved. In cases where our suppliers fail to supply us in good time with services or materials (unavailability of performance), we will inform the customer thereof without delay and at the same time notify the customer of the anticipated new delivery period. If the delivery or service is still not available within the new delivery period, the supplier is entitled to withdraw from the contract in whole or in part; the supplier shall promptly refund any payments already made by the customer. Partial deliveries are permissible in any case, provided this is reasonable for the customer; a partial delivery is deemed a separate transaction.

4.3 The delivery period is deemed to have been met if, by its expiry, the goods to be delivered have left the works or the customer has been notified that the goods are ready for dispatch.

5. Passing of Risk, Dispatch and Packaging, Partial Deliveries

5.1 Unless otherwise stated in the order confirmation, delivery is agreed as EXW in accordance with Incoterms® 2020. Risk passes to the customer once the goods to be delivered have left the works, including where partial deliveries are made or where we have also assumed other services, e.g. the costs of dispatch or delivery and installation. Insofar as acceptance is to take place, this is decisive for the passing of risk.

5.2 If dispatch or acceptance is delayed or does not take place owing to circumstances not attributable to us, risk passes to the customer from the day on which readiness for dispatch or acceptance is notified. In particular, risk passes to the customer on the day of readiness for dispatch if dispatch or delivery is delayed at the customer's request or for reasons for which the customer is responsible. At the customer's written request, we will take out insurance cover for the delivery or storage; the costs incurred in this respect are borne by the customer.

5.3 If the customer wishes transport or outer packaging to be taken back, this will take place at the contractual place of performance (clause 12). The costs of return transport and/or of disposal chosen by the customer are borne by the customer. Reusable packaging is only provided to the customer on loan. The customer is obliged to return it at its own expense in proper condition.

6. Acceptance, Provision of Materials by the Customer

6.1 If we render works services, the customer is obliged to accept them without delay. Acceptance may not be refused on account of immaterial defects. We may set a reasonable period within which the acceptance declaration must be given, after expiry of which the works service is deemed accepted.

6.2 At our request, the customer is obliged to accept in part. Commissioning of the works and/or use by the customer is always deemed acceptance of the works service, unless a trial run has been expressly agreed with the customer by individual agreement.

6.3 If the customer provides us with materials for processing, it undertakes to have checked the quality, workmanship and suitability of the material prior to handing it over to us. In particular, the customer warrants that, where it has obtained the material from a third party, it has properly complied with its obligations to inspect the material. If the product manufactured by us is defective owing to a defect in the material provided, and/or if processing fails owing to a defect attributable to a defect in the material provided, we are nevertheless entitled to demand the agreed remuneration.

7. Use of Software

7.1 Insofar as the scope of delivery includes software, the customer is granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the delivery item for which it is intended. Use of the software on more than one system is prohibited.

7.2 The customer may only reproduce, revise, translate or convert the software from object code to source code to the extent permitted by law (sections 69a et seq. of the German Copyright

Act (UrhG)). The customer undertakes not to remove or alter, without our prior express consent, any manufacturer's particulars, in particular copyright notices.

7.3 All other rights to the software and the documentation, including copies, remain with us or the software supplier. Sub-licensing is not permitted.

8. Defect Claims

8.1 The customer's warranty claims presuppose that it has, insofar as relevant, properly complied with its inspection and notification obligations under sections 377, 378 of the German Commercial Code (HGB). In particular, the customer must inspect the delivered goods, following receipt of the consignment at the agreed place or at the customer's premises, as to quantity, dimensions, shape, condition and integrity, etc. If defects are found, they must be listed and notified to us in text form without delay, at the latest within eight days of receipt of the goods. Defects that cannot be discovered even upon careful inspection must be notified in text form immediately upon their discovery. The time of passing of risk is decisive for the contractual condition of the goods.

8.2 Subject to clause 9, and to the exclusion of further claims, we provide warranty for material defects and defects of title in the delivery as follows:

8.2.1 We provide subsequent performance, at our discretion, by remedying the defect or by delivering or producing a defect-free item. Replaced parts become our property. The customer is only entitled to remedy the defect itself to the extent provided for by law.

8.2.2 Warranty obligations do not apply in the event of improper assembly, commissioning or use by the customer and/or a party engaged by it, nor in the event of non-compliance with instructions on handling, maintenance and care (e.g. operating instructions), improper modification or repair work, installation in unsuitable premises, the effects of parts of external origin, or other external influences. Natural wear and tear does not constitute a defect.

8.2.3 In the case of defects in third-party products, the customer's claim is limited to the assignment of the liability claims to which we are entitled against the supplier of the third-party product.

8.2.4 The customer has the right to withdraw from the contract or to reduce the price within the scope of the statutory provisions. If only an immaterial defect exists, the right to withdraw from the contract is excluded.

8.2.5 If the customer or a third party carries out improper remedial work, we bear no responsibility for the consequences arising therefrom. The same applies to alterations to the delivery item made without our prior consent.

8.3 The customer's warranty claims become time-barred within twelve months from the passing of risk. Clause 9 remains unaffected.

9. Liability

9.1 We are liable without limitation in accordance with statutory provisions for intent and gross negligence. In the event of breach of a material contractual obligation, we are also liable for simple negligence. In the case of simple negligence, liability is limited to the foreseeable damage typical for the type of contract in question, which was foreseeable at the time the contract was concluded. Material contractual obligations are all obligations, the fulfilment of which is a prerequisite for the proper performance of the contract at all and on the observance of which the contractual partner may regularly rely. In all other respects, liability for simple negligence is excluded. The above limitations of liability also apply to fault on the part of our legal representatives or vicarious agents.

9.2 The above limitations of liability do not apply to personal injury, damage to health or loss of life, or to defects and warranties fraudulently concealed. Claims under product liability law are likewise unaffected by the above limitations of liability.

9.3 Insofar as liability for damages is excluded or limited, this also applies with regard to the personal liability for damages of our employees, workers, representatives and vicarious agents.

10. Force Majeure and Unavailability of Performance

10.1 In cases of force majeure, the affected party is released from its delivery obligation and from the fulfilment of other contractual obligations, as well as from any liability for damages, from the time at which the force majeure event constitutes an impediment to performance, for the duration and to the extent of that event.

10.2 Force majeure events ("Force Majeure") are events that lie outside the affected party's sphere of influence and by which that party is wholly or partly prevented from fulfilling its obligations. Force majeure exists, in particular, in the following cases:

- war, armed conflicts and hostilities or serious threat thereof, as well as civil war, riot, revolution, military or usurped power and mob violence;
- acts of terrorism, sabotage or piracy;

- lawful or unlawful acts of official authorities, official orders, rules, regulations or instructions by which the supplier is wholly or partly prevented from fulfilling its obligations;
- natural disasters such as floods, earthquakes, wildfires;
- epidemics, pandemics, endemics;
- explosion, fire or destruction of machinery, plant or production facilities, prolonged failure of transport, telecommunications or electrical means or routes;
- strikes and lawful lock-outs.

Supply difficulties and other disruptions of performance affecting our upstream suppliers are deemed force majeure, provided that the upstream supplier is itself prevented, by a force majeure event, from rendering the performance owed by it.

10.3 The affected party will notify the other party without delay of the occurrence and expected duration of the Force Majeure event, and of its cessation, and will use its best endeavours to limit the effects of the Force Majeure event as far as possible.

10.4 Both contracting parties will consult on further action in the event of Force Majeure and will determine whether, following its cessation, the products not delivered during that period are to be delivered subsequently.

10.5 Each contracting party is entitled to withdraw from the contracts affected by Force Majeure if the Force Majeure continues for more than eight (8) weeks, or if it becomes apparent that it will continue for such a period.

11. Retention of Title

11.1 We retain title to the goods delivered by us until receipt of all payments arising from the business relationship with the customer. In the case of a current account, the retained title serves as security for our balance claim. The retention relates to the acknowledged balance and also applies where the customer makes payment for specifically designated claims. In the event of conduct by the customer in breach of contract, in particular default in payment, we are entitled to take back the goods. Our taking back of the goods does not constitute withdrawal from the contract, unless we have expressly declared this in writing. Our seizure of the goods always constitutes withdrawal from the contract. Following the taking back of the goods, we are entitled to realise them; the proceeds of realisation are to be credited against the customer's liabilities, less reasonable realisation costs.

11.2 The customer is obliged to handle the purchased item with care; in particular, it is obliged to insure the item at its own expense against fire, water and theft damage to an adequate

extent at replacement value. Where maintenance and inspection work is required, the customer must carry this out in good time at its own cost and expense.

11.3 In the event of seizure or other interference by third parties, the customer must notify us without delay in text form so that we can bring an action pursuant to section 771 of the German Code of Civil Procedure (ZPO). As soon as the third party is unable to reimburse us for the judicial and extrajudicial costs of an action under section 771 ZPO, the customer is liable for the shortfall incurred by us.

11.4 The customer is entitled to resell the goods in the ordinary course of business; however, it hereby already assigns to us all claims in the amount of the final invoice total (including value added tax) arising to it from resale against its customers or third parties, irrespective of whether the goods are resold without or after processing. The customer remains authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we undertake not to collect the claim as long as the customer meets its payment obligations from the proceeds received, is not in default of payment and, in particular, no application has been made for the opening of insolvency or composition proceedings and no suspension of payments exists. If this is the case, however, we may require the customer to disclose to us the assigned claims and their debtors, provide all information necessary for collection, hand over the corresponding documents and notify the debtor (third party) of the assignment.

11.5 Processing or transformation of the goods by the customer is always carried out on our behalf. If the goods are processed together with other items not belonging to us, we acquire co-ownership of the new item in proportion to the value of the goods to the other processed items at the time of processing. In all other respects, the item arising from processing is subject to the same provisions as the goods delivered subject to retention of title.

11.6 If the goods are inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the value of the goods to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is deemed agreed that the customer transfers proportionate co-ownership to us. The customer holds the sole or co-ownership thus arising in safekeeping for us.

11.7 The customer also assigns to us, as security for our claims against it, the claims against a third party arising from the connection of the goods with a plot of land. Without any further special declaration being required, the customer hereby simultaneously transfers to us, in proportion to the value of the claim and rights assigned to us under the extended retention of title, all security rights to which it is entitled against its customers; insofar as this is not possible,

the customer shall proportionately involve us internally. This applies in particular to the customer's rights against its customer to demand the granting of a security mortgage on a building plot.

11.8 We undertake, at the customer's request, to release the securities to which we are entitled to the extent that the value of our securities exceeds the claims to be secured by more than 10%. The selection of the securities to be released is at our discretion.

12. Place of Performance, Place of Jurisdiction, Applicable Law

12.1 The place of performance is Neuenhaus.

12.2 The Nordhorn Local Court (Amtsgericht) and the Osnabrück Regional Court (Landgericht) have exclusive jurisdiction for all disputes arising from the respective contract and the business relationship.

12.3 The law of the Federal Republic of Germany applies exclusively to all legal relations with the customer, to the exclusion of any renvoi to another legal system. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. In the case of multilingual contractual texts and documents, the German version is binding in the event of doubts of interpretation.

12.4 Partial Invalidity

The full or partial invalidity of any of the above provisions does not affect the validity of the remainder.

Neuenhaus, May 2026