

## General Terms and Conditions of Delivery ROKU-Mechanik GmbH

### Section 1 - Scope of Application

(1) All deliveries, services and offers by ROKU-Mechanik GmbH (hereinafter referred to as "Seller") are made exclusively on the basis of these General Terms and Conditions of Delivery. These terms and conditions form an integral part of all contracts concluded by the Seller with its contractual partners (hereinafter also referred to as "Customer") regarding the deliveries or services offered by the Seller. They shall also apply to all future deliveries, services or offers made to the Customer, even if they are not separately agreed upon again.

(2) The terms and conditions of the Customer or third parties shall not apply, even if the Seller does not expressly object to their applicability in individual cases. Even if the Seller refers to a document containing or referencing the terms and conditions of the Customer or a third party, this shall not constitute consent to the applicability of such terms and conditions.

### Section 2 - Offer and Conclusion of Contract

(1) All offers made by the Seller are non-binding and without obligation (freibleibend) unless they are expressly marked as binding or contain a specific period for acceptance. The Seller may accept orders or purchase orders within 14 days of receipt.

(2) The written purchase contract, including these General Terms and Conditions of Delivery, shall be solely determinative for the legal relationship between the Seller and the Customer. This contract reflects all agreements between the contractual parties concerning the subject matter of the contract in their entirety. Oral commitments made by the Seller prior to the conclusion of this contract are not legally binding, and oral agreements between the contractual parties shall be superseded by the written contract, unless expressly agreed otherwise between the contractual parties.

(3) Supplements and amendments to the agreements made, including these General Terms and Conditions of Delivery, must be in writing (Schriftform) to be effective. With the exception of managing directors (Geschäftsführer) or authorised signatories (Prokuristen), the Seller's employees are not entitled to enter into oral agreements deviating from the written agreement. The written form requirement is satisfied by transmission via telecommunications, in particular by fax or e-mail.

(4) Information provided by the Seller regarding the subject matter of the delivery or service (e.g., weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations thereof (e.g., drawings and illustrations) are only approximately authoritative unless usability for the contractually intended purpose requires exact conformity. Such information does not constitute guaranteed characteristics (garantierte Beschaffenheitsmerkmale) but rather descriptions or identifications of the delivery or service. Customary trade deviations and deviations occurring due to legal requirements or representing technical improvements, as well as the replacement of components with equivalent parts, are permissible provided they do not impair usability for the contractually intended purpose.

(5) The Seller reserves the ownership or copyright in all offers and cost estimates submitted by the Seller, as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids as well as know-how made available to the Customer. The Customer shall not acquire any rights thereto, even if the Customer has participated in the costs of manufacture or development, unless expressly agreed otherwise in writing. Without the express consent of the Seller, the Customer may not make these items or their contents accessible to third parties, disclose them, use

them or have them used by third parties, or reproduce them. At the request of the Seller, the Customer shall return these items in full to the Seller and destroy any copies made if they are no longer needed in the ordinary course of business or if negotiations do not result in the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of customary data backup.

### **Section 3 - Prices and Payment**

(1) The prices apply to the scope of services and deliveries set out in the order confirmations. Additional or special services shall be charged separately. The prices are stated in EUR ex works/EXW (Incoterms 2020) plus packaging, statutory value added tax, and in the case of export deliveries, customs duties as well as fees and other public charges.

(2) Insofar as the agreed prices are based on the Seller's list prices and delivery is to take place more than 4 months after conclusion of the contract, the Seller's list prices valid at the time of delivery shall apply (in each case less any agreed percentage or fixed discount).

(3) Invoice amounts shall be paid within 14 days without any deduction, unless otherwise agreed in writing. The date of payment shall be determined by the date of receipt by the Seller. If the Customer fails to pay when due, the outstanding amounts shall bear interest from the due date in accordance with the statutory provisions; the right to assert further damages in the event of default remains unaffected.

(4) The offsetting of counterclaims by the Customer or the retention of payments on account of such claims is only permissible insofar as the counterclaims are undisputed or have been established by final and binding judgment (rechtskräftig festgestellt) or arise from the same order under which the relevant delivery was made.

(5) The Seller is entitled to perform or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, the Seller becomes aware of circumstances that are likely to substantially diminish the creditworthiness of the Customer and that jeopardise the payment of the Seller's outstanding claims by the Customer under the respective contractual relationship (including other individual orders to which the same framework agreement applies).

### **Section 4 - Delivery and Delivery Period**

(1) Deliveries are made ex works/EXW (Incoterms 2020).

(2) Periods and dates indicated by the Seller for deliveries and services are always approximate only, unless a fixed period or fixed date has been expressly promised or agreed. Where dispatch has been agreed, delivery periods and delivery dates, unless expressly stated otherwise by the Seller, refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

(3) The Seller may - without prejudice to its rights arising from default by the Customer - demand from the Customer an extension of delivery and performance periods or a postponement of delivery and performance dates by the period during which the Customer fails to fulfil its contractual obligations towards the Seller.

(4) The Seller shall not be liable for impossibility of delivery or for delivery delays insofar as these are caused by force majeure (höhere Gewalt) or other events unforeseeable at the time of conclusion of the contract (e.g., operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the failure, incorrect or untimely delivery by suppliers despite a congruent covering transaction concluded by the Seller) for which the Seller is not responsible. If such events substantially impede or render impossible the Seller's delivery or performance and the hindrance is not merely of a temporary nature, the Seller is entitled to withdraw from the contract. In the case of hindrances of a temporary nature, the delivery or performance periods shall be extended, or the delivery or performance dates shall be postponed, by the period of the hindrance plus a reasonable start-up period. Insofar as the Customer cannot reasonably be expected to accept the delivery or performance as a result of the delay, the Customer may withdraw from the contract by immediate written declaration to the Seller.

(5) The Seller is only entitled to make partial deliveries (Teillieferungen) if:

- the partial delivery can be used by the Customer within the contractually intended purpose,
- delivery of the remaining ordered goods is ensured, and
- this does not result in significant additional effort or costs for the Customer (unless the Seller declares its willingness to bear such costs).

(6) If the Customer suffers damage caused by delay due to slight negligence on the part of the Seller, the Customer is entitled, to the exclusion of further claims, to demand a lump-sum compensation for delay. This amounts to 0.5% for each complete week of delay, but in total no more than 5% of that part of the total delivery that could not be used on time or in accordance with the contract due to the delay. Further claims for delay in delivery, in particular claims for damages, are excluded unless the Seller has acted intentionally or with gross negligence or there has been a breach of material contractual obligations (vertragswesentliche Pflichten).

(7) If the Seller is in default with a delivery or service or if delivery or service becomes impossible for the Seller, regardless of the reason, the Seller's liability for damages shall be limited in accordance with Section 8 of these General Terms and Conditions of Delivery.

### **Section 5 - Place of Performance, Dispatch, Packaging, Transfer of Risk, Acceptance**

(1) The place of performance (Erfüllungsort) for all obligations arising from the contractual relationship is 73485 Unterschneidheim, unless otherwise specified.

(2) The method of dispatch and the packaging are at the reasonable discretion (pflichtgemäßes Ermessen) of the Seller.

(3) If dispatch of the goods has been agreed and the Seller has not undertaken transport or installation, the risk shall pass to the Customer at the latest upon handover of the item to be delivered (the commencement of the loading process being decisive) to the forwarding agent, carrier or other third party designated to carry out the dispatch. If the dispatch or handover is delayed due to a circumstance for which the Customer is responsible, the risk shall pass to the Customer from the day on which the item to be delivered is ready for dispatch and the Seller has notified the Customer thereof.

(4) Storage costs after transfer of risk shall be borne by the Customer. In the case of storage by the Seller, the storage costs shall amount to 0.25% of the invoice amount of the items to be stored per elapsed week. The right to assert and prove higher or lower storage costs is reserved in each case.

(5) The shipment shall only be insured by the Seller at the express request and at the expense of the Customer against theft, breakage, transport, fire and water damage or other insurable risks.

(6) Insofar as an acceptance (Abnahme) is to take place, the purchased item shall be deemed accepted if:

- the delivery has been completed,
- the Seller has notified the Customer thereof with reference to the deemed acceptance under this Section 5 (6) and has requested the Customer to accept,
- 5 working days have elapsed since delivery or the Customer has begun to use the purchased item (e.g., has put the delivered plant/tool into operation) and in this case 5 working days have elapsed since delivery, and
- the Customer has failed to carry out the acceptance within this period for a reason other than a defect notified to the Seller that makes use of the purchased item impossible or substantially impairs it.

### **Section 6 - Warranty, Defects in Quality**

(1) The warranty period (Gewährleistungsfrist) is 1 year from delivery or, where acceptance is required, from acceptance. This period does not apply to claims for damages by the Customer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by the Seller or its

vicarious agents (Erfüllungsgehilfen), which shall become time-barred (verjähren) in accordance with the statutory provisions.

(2) The delivered items must be carefully inspected immediately after delivery to the Customer or to a third party designated by the Customer. They shall be deemed approved by the Customer with regard to obvious defects or other defects that would have been recognisable upon an immediate, careful inspection if written notice of defects (Mängelrüge) is not received by the Seller within 6 working days after delivery. With regard to other defects, the delivered items shall be deemed approved by the Customer if the notice of defects is not received by the Seller within 6 working days after the time at which the defect became apparent; however, if the defect was already obvious at an earlier time during normal use, such earlier time shall be decisive for the commencement of the notice period. At the request of the Seller, a complained-of delivered item shall be returned carriage paid to the Seller. In the case of a justified notice of defects, the Seller shall reimburse the costs of the most cost-effective shipping method; this does not apply to the extent that the costs are increased because the delivered item is located at a place other than the place of intended use.

(3) In the case of defects in quality (Sachmängel) of the delivered items, the Seller is initially obligated and entitled, at its option to be exercised within a reasonable period, to subsequent performance (Nachbesserung) or replacement delivery (Ersatzlieferung). In the event of failure, i.e., impossibility, unreasonableness, refusal or unreasonable delay of subsequent performance or replacement delivery, the Customer may withdraw from the contract or reduce the purchase price accordingly (Minderung).

(4) If a defect is attributable to the fault of the Seller, the Customer may claim damages under the conditions set out in Section 8.

(5) In the case of defects in components of other manufacturers that the Seller cannot remedy for licensing or factual reasons, the Seller shall, at its option, assert its warranty claims against the manufacturers and suppliers for the account of the Customer or assign such claims to the Customer. Warranty claims against the Seller for such defects exist under the other conditions and in accordance with these General Terms and Conditions of Delivery only if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is, for example due to insolvency, futile. The limitation period for the Customer's relevant warranty claims against the Seller shall be suspended (gehemmt) for the duration of the legal proceedings.

(6) The warranty shall lapse if the Customer modifies the delivered item or has it modified by third parties without the consent of the Seller and the rectification of the defect is thereby rendered impossible or unreasonably more difficult. In any event, the Customer shall bear the additional costs of rectifying the defect caused by the modification.

(7) Any delivery of used items agreed with the Customer in individual cases shall be made with the exclusion of any warranty for defects in quality.

## **Section 7 - Industrial Property Rights**

(1) The Seller warrants in accordance with this Section 7 that the delivered item is free from industrial property rights (gewerbliche Schutzrechte) or copyrights (Urheberrechte) of third parties. Each contractual party shall immediately notify the other contractual party in writing if claims are asserted against it on account of the infringement of such rights.

(2) In the event that the delivered item infringes an industrial property right or copyright of a third party, the Seller shall, at its option and at its expense, modify or replace the delivered item such that no third-party rights are infringed but the delivered item continues to fulfil the contractually agreed functions, or procure the right of use for the Customer by concluding a licence agreement with the third party. If the Seller fails to do so within a reasonable period of time, the Customer is entitled to withdraw from the contract or to reduce the purchase price accordingly. Any claims for damages by the Customer are subject to the limitations of Section 8 of these General Terms and Conditions of Delivery.

(3) In the case of infringements of rights by products of other manufacturers delivered by the Seller, the Seller shall, at its option, assert its claims against the manufacturers and upstream suppliers for the account of the Customer or assign such claims to the Customer. Claims against the Seller in such cases exist in accordance with this Section 7 only if the judicial enforcement of the aforementioned claims

against the manufacturers and upstream suppliers was unsuccessful or is, for example due to insolvency, futile.

## **Section 8 - Liability for Damages due to Fault**

(1) The Seller's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tortious act (unerlaubte Handlung), is limited in accordance with this Section 8 insofar as fault is relevant in each case.

(2) The Seller shall not be liable in the case of ordinary negligence (einfache Fahrlässigkeit) of its organs, legal representatives, employees or other vicarious agents (Erfüllungsgehilfen), unless a material contractual obligation (vertragswesentliche Pflicht) has been breached. Material contractual obligations are those obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the contractual partner may regularly rely.

(3) Insofar as the Seller is liable for damages in principle pursuant to Section 8 para. 2, such liability is limited to damages that the Seller foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or that the Seller should have foreseen applying customary care (verkehrsübliche Sorgfalt). Indirect damages and consequential damages that result from defects of the delivered item are furthermore only recoverable insofar as such damages are typically to be expected when the delivered item is used for its intended purpose. The foregoing provisions of this para. 3 do not apply in the case of intentional or grossly negligent conduct by members of the organs or senior employees (leitende Angestellte) of the Seller.

(4) The foregoing exclusions and limitations of liability apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of the Seller.

(5) Insofar as the Seller provides technical information or engages in advisory activities and such information or advice is not part of the contractually agreed scope of performance owed by the Seller, this shall be provided free of charge and with the exclusion of any liability.

(6) The limitations of this Section 8 do not apply to the Seller's liability for intentional conduct, for guaranteed characteristics (garantierte Beschaffenheitsmerkmale), for injury to life, body or health, or under the Product Liability Act (Produkthaftungsgesetz).

## **Section 9 - Retention of Title**

(1) The retention of title agreed below serves to secure all existing current and future claims of the Seller against the Customer arising from the supply relationship existing between the contractual parties (including balance claims from a current account relationship limited to this supply relationship).

(2) The goods delivered by the Seller to the Customer shall remain the property of the Seller until full payment of all secured claims. The goods as well as the goods taking their place and covered by the retention of title according to the following provisions are hereinafter referred to as "Retained Goods" (Vorbehaltsware).

(3) The Customer shall store the Retained Goods free of charge for the Seller.

(4) The Customer is entitled to process and sell the Retained Goods in the ordinary course of business until the realisation event (Verwertungsfall) occurs (para. 9). Pledging and assignment by way of security (Verpfändungen und Sicherungsübereignungen) are not permitted.

(5) If the Retained Goods are processed by the Customer, it is agreed that such processing is carried out in the name and for the account of the Seller as manufacturer and that the Seller directly acquires ownership or - if processing is carried out using materials from several owners or if the value of the processed item is higher than the value of the Retained Goods - co-ownership (Miteigentum/Bruchteilseigentum) of the newly created item in the ratio of the value of the Retained Goods to the value of the newly created item. In the event that no such acquisition of ownership by the Seller should occur, the Customer hereby transfers its future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to the Seller as security. If the Retained Goods are combined or inseparably mixed with other items to form a uniform item and one of the items is to be

regarded as the main item (Hauptsache), such that the Seller or the Customer acquires sole ownership, the party to which the main item belongs shall transfer to the other party proportionate co-ownership of the uniform item in the ratio stated in sentence 1.

(6) In the event of resale of the Retained Goods, the Customer hereby assigns to the Seller by way of security the resulting claim against the purchaser - in the case of co-ownership of the Seller in the Retained Goods, proportionately in accordance with the co-ownership share. The same applies to other claims that take the place of the Retained Goods or otherwise arise with respect to the Retained Goods, such as insurance claims or claims arising from tortious acts in the event of loss or destruction. The Seller revocably authorises the Customer to collect the claims assigned to the Seller in its own name. The Seller may only revoke this collection authorisation in the realisation event.

(7) If third parties access the Retained Goods, in particular by attachment (Pfändung), the Customer shall immediately inform them of the Seller's ownership and notify the Seller thereof in order to enable the Seller to enforce its ownership rights. If the third party is not in a position to reimburse the Seller for the judicial or extrajudicial costs arising in this connection, the Customer shall be liable to the Seller therefor.

(8) The Seller shall release the Retained Goods as well as the items or claims taking their place to the extent that their value exceeds the amount of the secured claims by more than 50%. The selection of the items to be released thereafter lies with the Seller.

(9) The Customer shall immediately inform the Seller if it intends to move the Retained Goods to a location outside Germany, and the Customer shall support the Seller in taking those measures that are necessary to make this retention of title effective and enforceable in the respective foreign country.

(10) If the Seller withdraws from the contract due to conduct by the Customer in breach of contract - in particular default in payment - (realisation event), the Seller is entitled to demand return of the Retained Goods (Herausgabeverlangen).

## **Section 10 - Assignment and Set-Off**

(1) The Customer is not entitled to assign its claims arising from the contractual relationship to third parties. This does not apply insofar as monetary claims are concerned.

(2) The Customer shall only have a right of set-off or retention with respect to counterclaims that have been established by final and binding judgment or are undisputed.

## **Section 11 - Final Provisions**

(1) If the Customer is a merchant (Kaufmann), a legal entity under public law (juristische Person des öffentlichen Rechts) or a special fund under public law (öffentlich-rechtliches Sondervermögen) or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between the Seller and the Customer is 73485 Unterschneidheim. Mandatory statutory provisions regarding exclusive places of jurisdiction remain unaffected by this provision.

(2) The relationship between the Seller and the Customer is governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.

(3) Insofar as the contract or these General Terms and Conditions of Delivery contain gaps, those legally effective provisions shall be deemed agreed upon to fill such gaps that the contractual parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery had they been aware of the gap.