

GENERAL TERMS AND CONDITIONS of NOVAJET GmbH

§ 1 Scope of Application

- These Terms and Conditions of Sale exclusively apply to companies, legal entities under public law or special funds under public law within the meaning of § 310 (1) of the German Civil Code (BGB). We shall only acknowledge terms and conditions of the purchaser that conflict with or deviate from our Terms and Conditions of Sale if we expressly agree to their validity in written form.
- These Terms and Conditions of Sale shall also apply to all future transactions with the purchaser, insofar as these are legal transactions of a related nature.
- Individual agreements made with the purchaser in individual cases (including subsidiary agreements, amendments and modifications) shall in any case take preference over these Terms and Conditions of Sale. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

§ 2 Offer and Contract Closure

If an order is to be regarded as an offer in accordance with § 145 BGB, we may accept it within two weeks.

§ 3 Provided Documents

We reserve the property rights and copyrights to all documents handed over to the customer in connection with the placing of the order - also in electronic form - such as calculations, drawings, etc.. These documents may not be made accessible to third parties unless we give our explicit written consent to do so. Insofar as we do not accept the offer of the orderer within the period of § 2, these documents shall be returned to us without delay or, insofar as they are digital documents, permanently deleted.

§ 4 Prices and Payment

- Unless otherwise specified in writing, our prices are ex works excluding packaging and plus value added tax at the applicable rate. Costs of packaging will be charged separately.
- Payment of the purchase price is to be made solely to one of the bank accounts of NOVAJET GmbH noted on the respective invoice. The withdrawal of discounts is only permissible in case of a special written agreement.
- Unless otherwise agreed, the purchase price is to be paid within 10 days after delivery. Delayed payment interest will be charged in the amount of 8 % above the applicable base interest rate p.a.. We reserve the right to raise a claim for higher damages caused by the delay.

- Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries made 3 months or more after conclusion of the contract.

§ 5 Rights of Withholding

The purchaser shall only be entitled to a right of withholding insofar as its counterclaim is based on the same contractual relationship.

§ 6 Delivery Period

- Unless otherwise agreed, partial deliveries are permissible insofar as they are reasonable for the purchaser.

- The delivery time results from the specific agreement of the parties. Deadlines and dates shall only be binding if they have been expressly agreed between the parties as such. The observance of deadlines for deliveries shall be subject to the timely arrival of all documents to be supplied by the purchaser, necessary approvals and authorizations, the observance of the agreed terms of payment and other obligations by the purchaser as well as the clarification of all technical questions subsequently arising. If these conditions are not fulfilled in time or if changes are agreed after conclusion of the contract, the deadlines shall be extended to a reasonable extent.

- If the customer is in delay of the acceptance of the goods or if he violates other duties to cooperate negligently, we shall be entitled to claim compensation for the damage resulting to us in this respect, including any additional expenses. We reserve the right to assert further claims. If the above conditions are fulfilled, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the customer at the point in time at which the customer is in delay of acceptance or delay of the debtor.

- In the event of a delay in delivery not caused by us intentionally or through serious carelessness, we shall be liable for each completed week of delay within the framework of a general compensation for delay in the amount of 1% of the value of the delivery in the area of contract manufacturing, but not more than 15% of the value of the delivery, as well as in the amount of 0.5% of the value of the delivery in other areas of business in accordance with the above-mentioned general conditions, but not more than 3% of the value of the delivery.

- If shipment or delivery is delayed at the request of the purchaser by more than one month after notification of readiness for shipment, the purchaser may be charged storage costs in the amount of 0.5% of the price of the items of the Supplies for each consecutive month or part thereof, but in no case more than a total of 5%. The contracting parties shall be free to prove higher or lower storage costs.

- Further legal claims and rights of the purchaser due to a delay in delivery shall remain unaffected.

§ 7 Transfer of Risk in Case of Shipment

If the goods are shipped to the purchaser at the request of the purchaser, the risk of accidental loss or accidental deterioration of the goods shall pass to the purchaser upon dispatch of the goods to the purchaser, at the latest upon the goods leaving the works/warehouse of the supplier. This shall apply irrespective of whether the goods are dispatched from the place of fulfillment or who pays the freight costs. At the separate request of the purchaser, deliveries shall be insured by us against the usual transport risks at the expense of the purchaser.

§ 8 Retention of Ownership

- We retain ownership of the delivered item until full payment of all claims arising from the delivery contract. This shall also apply to all future deliveries, even if we do not always expressly rely on this. We will be entitled to take back the object of sale if the purchaser acts in violation of the contract.

- As long as ownership has not yet passed to him, the customer is obliged to treat the object of sale with care. In particular, he shall be obliged to insure machines or equipment handed over by us to the customer at his own expense against any theft, fire and water damage at their new replacement value. If maintenance and inspection work has to be carried out, the purchaser is obliged to execute this work at his own expense in accordance with the enclosed documentation and after our approval. As long as ownership has not yet been transferred, the purchaser must inform us immediately in writing if the delivered item is pledged or exposed to other interventions by third parties. Insofar as the third party is not in a position to pay us the judicial and extrajudicial costs of a lawsuit in accordance with § 771 of the German Code of Civil Procedure (ZPO), the purchaser shall be liable for the loss incurred by us.

- The customer is authorized to resell the goods subject to retention of title in the normal course of business. The purchaser hereby assigns to us the claims against the customer arising from the resale of the goods subject to retention of title in the amount of the final invoice amount as agreed with us. This assignment shall apply regardless of whether the purchased goods have been resold without or after processing. The purchaser shall remain authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves will remain unaffected hereby. However, we shall not collect the claim as long as the customer meets his payment obligations from the revenue collected, is not in delay of payment and, in particular, no application for the opening of insolvency proceedings has been filed or there is no cessation of payments.

- The processing or transformation of the object of sale by the customer shall always be carried out in our name and on our behalf. In this case, the expectant right of the purchaser to the object of sale shall continue with respect to the transformed object. If the object of sale is processed with other objects not belonging to us, we obtain co-ownership of the new object in the same ratio as the objective value of our object of sale to the other processed objects at the time of processing. The same is valid in the case of combining. If the combination takes place in such a way that the item of the customer is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to us on a pro rata basis and shall hold the resulting sole

ownership or co-ownership in safe custody for us. In order to secure our claims against the purchaser, the purchaser assigns to us also such claims against a third party which arise from the combination of the goods subject to retention of title with a property; we accept this assignment as of now.

- We agree to release the securities to which we are entitled at the request of the customer insofar as their value exceeds the claims to be secured by more than 20%.

§ 9 Warranty and Notification of Deficiencies as well as Recourse/Manufacturer Regress

- The warranty rights of the purchaser presuppose that the purchaser has fulfilled its obligations to examine the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB).

- Claims for product deficiencies shall become invalid 12 months after delivery of the goods supplied by us to our customer. The statutory limitation period shall apply to claims for compensation in the event of intent and grossly negligent as well as in the event of injury to life, body and health which are based on an intentional or negligent violation of obligations on the side of the user.

- The purchaser shall immediately notify us in writing of any product deficiency. Our consent must be obtained before any goods are returned.

- If, despite all reasonable care, the delivered goods show a deficiency which was already present at the time of the transfer of risk, we shall, at our choice, either repair the goods or deliver replacement goods, provided that the notification of the deficiency is made in due time. We shall always be given the opportunity to remedy the deficiency within a reasonable period of time. Claims under a right of recourse shall remain unaffected by the above regulation without restriction.

- If the subsequent performance fails, the customer may - irrespective of any claims for compensation - withdraw from the contract or reduce the remuneration.

- Claims for deficiencies are excluded in case of insignificant divergence from the agreed quality, in case of insignificant impairment of the usability, in case of natural deterioration or wear as well as in case of damage occurring after the passing of risk due to improper or careless handling, excessive strain, unsuitable operating supplies, unsuitable storage or installation conditions or due to special external influences which are not assumed under the contract. If the purchaser or third parties carry out improper repair work or modifications, there shall also be no claims for deficiencies for these and the resulting consequences.

- Claims by the customer for expenses incurred for the purpose of supplementary performance, in particular transport, carriage, labour and material costs, shall be excluded insofar as the expenses are increased because the goods delivered by us have subsequently been taken to a place other than the place of business of the customer, unless the transfer is in accordance with their intended use.

- The right of recourse of the purchaser against us shall only exist insofar as the purchaser has not entered into any agreements with its customer which go beyond the legally mandatory claims for defects. Furthermore, paragraph 6 shall apply accordingly to the scope of the right of recourse of the purchaser against the supplier.

- The right of regress of the purchaser against us shall only exist insofar as the purchaser has not entered into any agreements with its customer that go beyond the statutory mandatory claims for deficiencies. Furthermore, subsection 6 shall apply accordingly to the scope of the right of regress of the purchaser against the supplier.

§10 Acceptance

- The final approval of machines or machine components will take place after our notification of completion or readiness for final approval and will generally take place on our premises. Acceptance shall be carried out by the customer through a person authorised by him in writing.

- With the acceptance of machines or machine components, the functionality, mechanics, hydraulics, pneumatics, electrical installation, programming, safety and documentation of the object of acceptance shall be declared and confirmed.

- The customer may not refuse acceptance of the object of acceptance due to insignificant deficiencies.

§ 11 Miscellaneous

- Contractual agreements and the entire legal relationship between the parties shall be governed by the law of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

- The place of performance and exclusive place of jurisdiction and for all disputes arising from contractual agreements between the parties hereto will be our place of business, unless otherwise stated in the order confirmation.

- All agreements made between the parties for the purpose of executing an item or service are set down in writing in the respective contractual agreements.

Status: 03.12.2024