General Terms and Conditions of Buss-SMS-Canzler GmbH

for the procurement of materials and services

1. General

1.1 These General Terms and Conditions shall apply to all present and future procurements of materials and services („Supplies“) of Buss-SMS-Canzler GmbH, D-35510 Butzbach („Purchaser“) from Suppliers being entrepreneurs in the sense of § 310 section 1 of the German BGB.

1.2 Deviating or complementary conditions as well as changes and amendments to the contract, shall be valid only if agreed in traceable form (in writing, by telefax or E-Mail). Such deviating or complementary conditions of Supplier shall, in particular not be deemed tacitly acknowledged by Purchaser by taking possession of the Supplies without any reservations.

2. Offer

2.1 Based on Purchaser’s request Supplier shall submit – free of charge - a binding offer. The Offer shall explicitly point out any deviations from the request as well as any ambiguities, gaps or Purchaser’s technical specifications which may impair or make impossible the suitability of the Supply for the purpose for which it is intended.

2.2 If its Offer is not accepted, Supplier shall not be entitled to any remuneration or compensation for the costs incurred in connection with its preparation, in particular any costs incurred in connection with contract negotiations, travels, drawings, drafting, etc.

3. Order

3.1 Purchaser shall be entitled to withdraw its order, if it has not been unconditionally accepted by Supplier in traceable form within two weeks after receipt. Such withdrawal shall not give rise to any claims on the part of Supplier.

3.2 The Confirmation of Order shall explicitly point out any deviations from Purchaser’s Order. Such deviations shall only form part of the contract if explicitly agreed to by Purchaser.

3.3 All annexes and attachments to the Order, such as descriptions, drawings, requirements and other documents, shall form an integral part of the Order.

3.4 After conclusion of the contract Purchaser shall be entitled to request reasonable changes with regard to the scope of Supply, in particular regarding specifications, drawings, design, construction, date and place of delivery, packing, quality, quantity and means of transport.

3.5 To the extent such change requests entail an increase or decrease of Supplier’s costs or of the date of delivery, Supplier shall inform Purchaser as soon as possible, at the latest within 7 working days of the expected increase in costs and/or the new delivery date. The Parties shall then, as soon as practical, attempt to agree on a reasonable adjustment of the purchase price and of the delivery date.

If Supplier fails to raise any objections against the requested changes within 7 working days, they shall be deemed tacitly accepted and any request for price adaptions waived. Failure by the Parties to agree on any price adaption requested by Supplier within said 7 days‘ period, shall not relieve Supplier from his obligation to execute the contract change. In this case the dispute over the price adaption shall be finally settled by the competent court or arbitral tribunal.

4. Delivery, Delays

4.1 Partial or ahead of schedule deliveries shall be accepted only if so agreed.

4.2 All shipping documents and delivery notes shall indicate Purchaser’s Order Number.

4.3 Supplier shall inform Purchaser immediately of any circumstances occurred or likely to occur, which may impair the agreed delivery date.

4.4 Delays occasioned by missing information, documents or objects to be supplied by Purchaser shall be excused only to the extent Supplier has requested the transmission or supply of said items in due time.

4.5 In case of delay in delivery, Purchaser shall, for each working day, be entitled to a penalty in the amount of 0,3 % of the contract price up to a maximum of 5 %. Purchaser’s right to claim damages exceeding the penalty remains reserved. Supplier may provide evidence that Purchaser has not suffered any or substantially lower damages as a result of the delay. Payment of the penalties may be claimed up to the date the final payment to the Supplier has become due.

4.6 Save for Supplies known by Supplier to become useless to Purchaser, if not delivered exactly on time, Purchaser may only cancel or rescind the contract, if delivery of the materials or the provision of the services has not been made within a grace period of ten (10) working days.

4.7 In case of foreseeable unrecoverable delays, Purchaser shall be entitled to withdraw from or rescind the contract already prior to the due date and claim damages for Supplier’s breach of the contract.

5. Packing, Transport, Passing of Risk

5.1 Supplier shall pack the Supplies appropriately and timely advise Purchaser of any precautions to be observed in connection with the opening of the packing. Reusable packing will be paid only, if adequately compensated upon its return to Supplier.

5.2 Unless otherwise agreed, the risk in the Supplies passes to Purchaser according to the agreed Incoterm© of the International Chamber of Commerce as in force upon conclusion of the contract. Failing of any agreement of a specific Incoterm© or on the passing of risk, the risk shall pass upon proper delivery at the agreed place of delivery. If no place of delivery has been specified, it shall pass upon delivery at Purchaser’s works). In case of delivery including erection, it shall pass upon completion of the erection at the agreed erection site.

6. Price, Terms of Payment

6.1 The prices agreed in the Order are firm and not subject to escalation. Unless otherwise agreed the prices are understood including delivery to the agreed place of delivery and including packing.

6.2 Pre-payments are made only against adequate securities.

6.3 Invoices can only be processed, if the Order number is correctly indicated.

6.4 The invoice shall further indicate the correct VAT number as well as Supplier's tax number and tax office.

6.5 Unless otherwise agreed, the price shall be due and payable at a discount of 3 % within 20 days from receipt of the Supplies or the provision of the services as well as receipt of Supplier's invoice, or 60 days net.

6.6 Payments by Purchaser shall not constitute acceptance of the materials or services.

6.7 If Supplier is in delay with the presentation of accompanying documents required for customs clearance, in particular with properly signed certificates of origin in duplicate, Purchaser shall be entitled to withhold an appropriate part of the purchase price, at least 10 %, until complete submission of the missing documents.

6.8 Supplier shall assist Purchaser with all means required for reducing or minimizing duties to be paid by Purchaser.

7. Notification of Defects, Warranty

7.1 Supplier warrants that the Supplies comply in all respects with the terms of the contract, achieve the agreed performance parameters, are new and state-of-the-art and fit for the purpose for which they have been purchased. The Supplies shall comply with all applicable standards, laws and regulations, including, without limitation, those dealing with environmental issues, health and safety, in force at the final place of delivery indicated in the Order. The Supplies shall be delivered complete with all instructions, warnings and other data necessary for the safe and proper erection, operation and maintenance.

7.2 Unless the Parties have agreed on a joint acceptance procedure, as well as subject to any deviating terms agreed in a quality agreement between the Parties, Purchaser's inbound inspection of the Supplies shall be limited to an inspection regarding identity, quantity and visible transport defects. Other, in particular hidden defects, may only be detected in the ordinary course of business. To this extent Supplier waives any objection that Purchaser has been in delay in notifying a defect. Defects discovered by Purchaser shall be notified to Supplier within 14 days following receipt of the Supplies or, in case of hidden defects, following their detection.

7.3 If the Parties have agreed on specific performance guarantees and on a performance test for the verification of the guaranteed performance parameters, the test shall only be deemed fulfilled if the guaranteed performance parameters are being achieved continuously throughout the test. The acceptance test is to be carried out within the agreed period of time and may not be repeated more than twice. If the Supplies fail to pass

the agreed performance test, Purchaser may exercise the legal remedies agreed in the contract or, in their absence, any remedies available at law.

7.4 In case of a breach of the warranties provided above, Purchaser may avail itself of any remedy available at law. In addition, Supplier shall be responsible for any costs of dismantling and reassembly of any Supplies as well as for the costs of travel and accommodation of its employees, the costs of transport and additional charges, irrespective of whether the remedial work is being effected at the final place of destination indicated in the Order or - should that not be possible - at any other place.

7.5 If necessary to avert foreseeable damages or in case of urgency, Purchaser may – after prior notice to Supplier – remedy or have remedied the defects at Supplier's cost.

7.6 The Supplies are warranted for a period of 4 years, commencing upon delivery at the agreed place of delivery, or, if an acceptance test has been agreed, upon acceptance of the Supplies by the Purchaser; longer warranty periods provided at law or legal regulations regarding commencement, suspension or restart of warranty periods or statutes of limitation shall remain unaffected. Purchaser's notice of a defect shall suspend the statute of limitation regarding any claims arising out of or in connection with the respective defect for a period of 6 months.

8. Liability

8.1 Unless otherwise agreed in the contract concluded between the Parties or in these terms and conditions, Supplier shall be liable for all damages and losses as provided by law.

8.2 Purchaser shall be liable for damages caused willfully or by gross negligence.

9. Insurance

9.1 Supplier shall procure and maintain - for at least 5 years from delivery of the Supplies - at its sole expense insurances with reputable and financially sound insurance companies, which adequately cover Supplier's liability to Purchaser and third parties. Purchaser is entitled to require from Supplier evidence that Supplier has taken out insurance for specific risks and that the respective policies provide the agreed minimum coverage.

9.2 The existence of any insurance shall not limit Supplier's obligation under any provision hereof or under the contract concluded between the Parties.

10. Quality, Environment

10.1 Unless otherwise agreed, Supplier shall, at Purchaser's request, by submitting quality records or other documents, provide evidence of the efficiency of its ISO 9001 quality management system.

Upon request, Supplier shall further provide evidence that he has implemented and maintains an environmental management system in accordance with the requirements of ISO 14001, or at least an equivalent system derived from ISO 14001.

10.2 Upon forty-eight (48) hours' notice, Purchaser shall be entitled to have access to Supplier's premises during normal business hours and without interfering with Supplier's business in order to inspect all documents, instruments, books and records relating to

any supply contract or the Supplies which are subject of such supply contracts, as well as Supplier's manufacturing process.

10.3 The aforementioned inspection shall not prejudice the remedies available to Purchaser in connection with defective Supplies.

10.4 Supplier agrees to keep all records documenting the quality of the Supply for at least ten (10) years from the date of delivery.

10.5 Supplier shall impose the aforementioned obligations also on its sub-contractors and/or sub-suppliers and, upon Purchaser's request, submit pertinent evidence.

11. Spare Parts

11.1 Supplier undertakes to supply - at competitive conditions and for a period of at least ten (10) years following delivery of the Supply – spare parts required therefor.

11.2 Supplier shall without delay inform Purchaser, if he - upon expiry of the 10-year period in Clause 11.1 - intends to discontinue the manufacture of spare parts for Supplies made to Purchaser. The pertinent notice has to be given at least three (3) months prior to the discontinuation of production. Within one month following receipt of such notice, Purchaser shall be entitled to place a final order for the delivery of spare parts at customary market conditions.

11.3 Purchaser shall also be entitled to procure spare parts, not covered by Supplier's industrial property rights, directly from Supplier's sub-supplier or any third party.

11.4 Supplier shall impose the aforementioned obligations under this Clause 11 also on its sub-contractors and/or sub-suppliers.

12. Free Issue Material

12.1 Free issue material supplied by Purchaser to Supplier shall remain Purchaser's property. Any processing or transformation by Supplier shall be deemed effected on behalf of Purchaser. If free issue material is being processed with material or objects not belonging to Purchaser, Purchaser shall acquire common ownership in the new material or object in proportion to the value of its material (production costs or purchase price plus VAT) in relation to the value of the other material at the time of processing.

12.2 If free issue material is being commingled with material not belonging to Purchaser, Purchaser shall acquire common ownership in the new material in proportion to the value of its material in relation to the value of the other material at the time of commingling. If the materials are commingled such that Supplier at law becomes the sole owner of the new commingled material, it is hereby agreed that Supplier shall transfer to Purchaser partial co-ownership in proportion to the value of the input materials.

13. Drawings, Manufacturing Equipment, Tooling provided by Purchaser

13.1 All data, drawings, schemes, manufacturing equipment, tools, patterns etc. provided by Purchaser to Supplier in connection with the manufacture of the Supply shall remain Purchaser's property and may not be used for other purposes, copied or made available to third parties. Upon request they shall be returned to Purchaser.

13.2 Supplier shall clearly mark all manufacturing equipment, tools or patterns belonging to Purchaser as property of Purchaser and insure these objects at replacement value and at its cost, against fire, water damage or theft. Supplier hereby assigns its insurance claims to Purchaser and Purchaser accepts the assignment. Supplier shall in due time and at its cost inspect, maintain and repair Purchaser's manufacturing equipment and tools being in its possession and report any breakdowns immediately.

14. Drawings and other Technical Documents of Supplier

14.1 Unless otherwise agreed, Supplier shall, prior to the manufacture of the Supply, submit the shop drawings to Purchaser for approval. Such approval shall not relieve Supplier from its responsibility regarding their fitness and feasibility for the intended purpose.

14.2 The final drawings, maintenance and operating instructions, spare parts lists required for the proper maintenance of the Supply as well as all documents and certificates agreed shall be handed over, without any additional charge, to Purchaser at the agreed date, failing such date, latest upon delivery.

14.3 Work products, including inventions, know-how and copyrights, resulting from development or project orders shall become Purchaser‘s property. Purchaser shall be entitled to file in its own name and for its own account applications for pertinent industrial property rights. Supplier shall submit and, if necessary, sign, all documents required for such applications, respectively, assign to Purchaser, free of charge, any industrial property rights pursuant the present terms and conditions.

15. Infringement of Third Party's Intellectual Property Rights

15.1 Supplier shall indemnify, defend and hold Purchaser harmless from and against all liabilities, costs, damages, claims and expenses (including court costs and legal expenses and any settlement of such claim or action) incurred by Purchaser in respect of any claim or action brought by a third party against Purchaser or its customer alleging that the Supplies or their use by Purchaser or Purchaser's customer infringe the intellectual property rights of such third party. Notwithstanding the foregoing, Supplier shall not be liable to the extent that the infringement results from the manufacture of the Supplies in accordance with instructions received from Purchaser and Supplier (having taken all reasonable precautions) could not have known that following these instructions would result in an infringement of a third party's intellectual property rights.

15.2 The Parties will inform each other forthwith of all actual or alleged infringements of third party rights of which they become aware. Supplier will assist Purchaser in its investigation, defense or handling of any such claim, including the provision of any documents needed by Purchaser to defend the action.

15.3 If Purchaser selects its own legal counsel, Supplier's indemnification extends to the reasonable costs and fees associated with such representation. If Purchaser does not select its own legal counsel, Purchaser will give Supplier sole conduct of the defense of any such claims or actions.

15.4 Upon Purchaser's request, Supplier shall specify any and all intellectual property rights known or becoming known to it, which are used in the design or manufacture of or which otherwise affect or relate to the Supplies.

15.5 In the event of a claim of infringement of any third party rights that is communicated to Supplier, Supplier shall take the needed steps to ensure for Purchaser a non-infringing source of supply, which may involve securing the needed licenses (if any), redesign of the product, or other steps Supplier deems necessary to ensure that a non-infringing product is delivered to Purchaser.

16. Export Control

16.1 Supplier undertakes to Purchaser to comply with all applicable national, European and US-American export control regulations, including all European or US-American sanction or restricted persons lists („Export Control Regulations“).

16.2 Supplier undertakes to inform Purchaser forthwith - indicating the specific AL- or ECCN number - if a Supply or components thereof are listed in Annex I and IV of the Export Control List (“Ausfuhrliste”) or similar lists, such as the Commerce Control List (CCL).

16.3 Supplier undertakes to inform Purchaser immediately of any circumstances of which he gains knowledge prior to or after conclusion of the contract, likely to constitute an actual or possible violation of Export Control Regulations. Likewise, Purchaser shall inform Supplier of any such circumstances.

16.4 In any case circumstances become known, likely to constitute an actual or possible violation of Export Control Regulations, Purchaser may postpone the delivery of the Supply for a reasonable period necessary to assess the possible violation.

16.5 If violations of Export Control Regulations have been established or cannot be excluded, Purchaser may, at its own option, withdraw from the contract or rescind those partial deliveries presumably constituting a breach of Export Control Regulations. Supplier shall indemnify and keep Purchaser harmless against any damage resulting from the non- or faulty performance of its obligations under this Clause 16. The scope of the damages to be compensated shall include the compensation of all necessary and reasonable expenses incurred to Purchaser, in particular costs and expenses in connection with its defense as well as any administrative or criminal fines and penalties.

17. Confidentiality, IT Security

17.1 The Parties commit themselves to treat as business secrets and to keep confidential all commercial and technical information of the other Party, which comes to their knowledge during the course of their business relationship unless such information is or becomes public knowledge without fault of the Party having received such information.

17.2 The Purchaser marks documents that are subject to confidentiality according to a uniform scheme:

C1 – basic protection requirement, according to the confidentiality level of "internal". - Unmarked documents are to be treated like C1.

C2 – increased protection requirement, according to the confidentiality level of "confidential".

C3 – highest protection requirement, according to the confidentiality level of "strictly confidential".

17.3 Drawings, patterns, jigs, samples and similar objects shall not be disclosed or otherwise made available to third parties without the prior written consent of the Party, owning them. Reproduction of such items is permitted only if agreed with the Party owning them and is in all cases subject to compliance with applicable copyright laws.

17.4 Supplier shall include obligations equivalent to Clause 17.1 and 17.2 in all contracts with sub-contractors and will ensure that all sub-contractors are contractually obliged to comply with the same.

17.5 The Supplier warrants to take appropriate technical, organizational and legal measures to ensure the confidentiality, availability, integrity and authenticity of information received and to prevent unauthorized access by third parties.

17.6 Complying with NIS 2 Directive (Directive (EU) 2022/2555) to guarantee a high level of cybersecurity for the delivery and provision of IT- and safety-relevant sensitive deliveries and services:

The Supplier is obliged to provide the Purchaser with all and any information necessary for the risk evaluation within the frame of the ordered services or products. The information can be provided e.g. via self-assessment (questionnaire) or by an audit or by evidence of a certification in the area of information security (e.g. ISO27001).

In case of cyber security incidents, the Supplier shall immediately inform the Purchaser electronically and will continuously provide further information on investigative and remedial measures. The Supplier will inform the Purchaser on the type of compromising information.

In case of an information security incident, the Supplier is obliged to cooperate with the competent supervisory authorities of the Purchaser, to facilitate on-site controls of the authorities and to adequately support the purchaser in case of regulatory inspection measures.

17.7 The terms of this Clause 17 shall survive the expiration or termination of any supply contract.

18. Publicity

Without Purchaser's prior consent, Supplier shall not publish in any way that Supplier has contracted with or has been supplying the Supplies to Purchaser, unless such publication is required by mandatory law.

19. Protection of Personal Data

19.1 In case the parties, in the course of the performance of the respective contract, obtain access to personal data of the other or third parties the following provisions shall apply.

19.2 If the Supplier processes personal data on behalf of the Purchaser, a data processing agreement in accordance with Article 28 of the EU-GDPR has to be concluded before the start of the cooperation, taking into account the type, scope, circumstances and purposes of the processing.

19.3 Personal data shall be processed by the Supplier exclusively for the performance of the relevant contract and only to the extent permitted by law. In particular, the Supplier

shall not disclose personal data to third parties and/or analyze such data for its own purposes and/or use them to form profiles.

19.4 If and to the extent permitted by applicable law, the Supplier is entitled to further process the personal data, in particular to transmit personal data to its affiliated companies for the purpose of performing the respective contract.

19.5. The Supplier shall ensure that personal data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective contract (need-to-know-principle). The Supplier shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws, in particular by taking technical and organizational measures to adequately protect the personal data from misuse and loss.

19.6 The Supplier will not acquire ownership of or other proprietary rights to the personal data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention with regards to personal data shall be excluded.

19.7 In addition to their statutory obligations the parties shall inform each other without undue delay in case of a personal data breach, in particular in case of loss. Upon termination or expiration of the respective contract the Supplier shall, according to applicable laws, delete or destroy the personal data including any and all copies thereof.

20. Force Majeure

20.1 The Parties shall not be liable for excusable delays caused by Force Majeure. As events of Force Majeure shall be considered unforeseeable and inevitable events occurring after conclusion of the contract, such as Acts of God, armed conflicts, restrictions imposed by public authorities or an occurrence of similar nature and effect.

20.2 Supplier shall immediately inform Purchaser of any circumstances of which it gains knowledge and which will or after time may lead to an excusable delay. Supplier shall further exert its best efforts to minimize the effects of such excusable delay. In addition, Supplier, upon request, shall at all times inform Purchaser of any further circumstances likely leading to a delay, as well as its pertinent contingency and emergency plans. Supplier shall in particular inform Purchaser immediately and comprehensively of current or potential labor conflicts, which may delay or make impossible the timely delivery.

20.3 If an event of Force Majeure prevents one of the Parties for more than 2 months from fulfilling its contractual obligations and provided the Parties cannot agree on the further procedure, the other Party shall be entitled to rescind or terminate the contract forthwith.

21. Social Responsibility

SMS' Company Policy on Human Rights and Working Conditions in its current version is binding for our company, our employees, and our business partners. The version valid as of August 2026 is available for download on our website or via the link below and must be observed accordingly. Company Policy Human Rights

21.1 Supplier undertakes to comply with the human rights-related and environment-related obligations as described in the appendix to the German Supply Chain Due Diligence Act. A copy of the English version of the Act can be downloaded from the (German) Federal Ministry of Labor and Social Affairs website at: https://www.bmas.de/SharedDocs/Downloads/DE/Publikationen/a432e-act-on-corporate-due-diligence-obligations-in-supply-chains.pdf?__blob=publicationFile&v=3

21.2 Supplier undertakes to impose the aforementioned obligations on its sub-suppliers and sub-contractors along its supply chains and to provide evidence thereof upon Purchaser's request.

21.3 Purchaser may, upon prior notice to Supplier, audit Supplier's compliance with the aforementioned obligations either itself and/or through a commissioned third party.

21.4 If Supplier finds suspicion or evidence of a Violation of human rights-related or environment-related obligations by its employees or along its supply chain, Supplier shall immediately inform Purchaser.

21.5 In case of a Violation of human rights-related or environment-related obligations by employees of the Supplier or by one of its sub-suppliers or sub-contractors, the Supplier must implement and execute or cause the respective sub-supplier or sub-contractor to implement and execute appropriate corrective measures.

21.6 Supplier shall ensure that its employees, sub-contractors, advisors or agents do not offer, make or grant any inappropriate payments or other benefits for personal use or the benefit of third parties in view of obtaining or maintaining a contract; Supplier shall further make sure that said persons do not accept such payments or benefits.

21.7 If Supplier does consciously not comply with the obligations under this section 21, the Purchaser may rescind or terminate the contract entirely or in parts, if a Remedial Plan to remedy the violation has not been implemented within an appropriate timetable set in the Remedial Plan.

In addition, Purchaser shall be entitled to claim from Supplier a penalty of 3 % of the contract price or to retain the amount from the contract price.

22. Employment Protection

22.1 As far as the employment contracts are governed by German law, the following regulations apply:

a) The Supplier must ensure that the employees used by the Supplier or its sub-contractors or personnel service providers to perform contracts with the Purchaser receive the minimum wage as per the German Minimum Wages Act (MiLoG), respectively the minimum hourly rate of pay (Mindeststundenentgelt) according to the regulation based on section 3a of the German Temporary Employment Act (Arbeitnehmerüberlassungs-gesetz). If the services to be provided are subject to the scope of the Employee Assignment Law (AEntG), the Supplier must moreover ensure that the provisions contained in German law or administrative provisions as listed numerically in section 2 paragraph 1 of the Employee Assignment Law (AEntG) concerning working conditions as

well as the collective bargaining agreements to be applied in accordance with section 3 of the AEntG – in particular with regard to the payment of standard wages – are observed. The Supplier must also ensure that binding obligations to pay contributions to social security carriers, employers' liability insurance associations and other institutions such as the joint institutions of the collective bargaining agreement parties named in section 8 AEntG are fulfilled.

b) When choosing sub-contractors and personnel service providers, the Supplier shall check fulfillment of the aforementioned conditions and require them to provide confirmation of compliance. Furthermore, the Supplier shall obtain written assurance from these parties that they will require other sub-contractors or personnel service providers as may be engaged to comply with the requirements.

c) The Supplier shall indemnify the Purchaser against justified claims any employee of the Supplier or any employee of a sub-contractor, regardless of level, or of a personnel service provider used has brought forward towards the Purchaser as the guarantor of payment of the statutory minimum wage or industry minimum wage, or claims by one of the institutions of the collective bargaining agreement parties named in section 8 AEntG for the provision of payments.

d) The Purchaser is entitled to terminate the contract with the Supplier without notice if and when the Purchaser is justifiably made liable as guarantor according to MiLoG or AEntG.

e) Moreover, the Supplier shall accept liability vis-à-vis the Purchaser for any damage that may be suffered by the Purchaser though culpable failure to meet the aforementioned obligations.

22.2 As far as the respective employment contracts are governed by another jurisdiction, the aforementioned obligations along the lines of the contract still apply and the Supplier shall comply with the respective or supplementary local regulations regarding employment protection.

23. Miscellaneous

23.1 The invalidity or unenforceability of any provision or part of a provision of these General Terms & Conditions shall not affect the validity of the entire General Terms & Conditions. If required, the Parties shall replace such invalid or unenforceable provision with a valid and enforceable provision having similar economic consequences, provided that the content of these terms and conditions is not materially altered.

23.2 No delay or omission of Purchaser to exercise any right or remedy granted under the contract and these terms and conditions shall operate as a waiver of such rights, and every right and remedy of Purchaser provided herein shall be cumulative, concurrent and in addition to any other further rights and remedies available at law or in equity.

23.3 Without prior written consent of Purchaser Supplier shall not, in whole or in part, assign the rights and obligations under a supply or service contract, or subcontract a substantial portion thereof, to any third party.

23.4 In case of erection or other services at Purchaser's or a third party's site, Supplier shall, in addition to these terms and conditions, observe the safety regulations applicable at the erection or work place.

24. Applicable Law, Place of Jurisdiction

24.1 The contract between Purchaser and Supplier shall be governed by and construed in accordance with the laws of Germany. If Supplier has its registered place of business outside Germany, the contract shall be subject to the United Nations Convention on the International Sale of Goods (CISG) with respect to all matters to which the Convention relates and by the substantive laws of Germany with respect to all other matters.

24.2 The Parties agree that the courts having jurisdiction over Purchaser's principal place of business in Butzbach shall have exclusive jurisdiction for any action or proceedings commenced out of or in connection with any contract between them. Purchaser, in addition, shall be entitled to bring action in any other German or foreign court having jurisdiction over the subject-matter in dispute.

24.3 Notwithstanding Clauses 24.1 and 24.2 above, in the event that a third party brings to court a claim against Purchaser for death, personal injury or property damage resulting from a product defect ("Product Liability") or for infringement of intellectual property rights, Purchaser may, at its discretion, take all legal actions before said court necessary to enforce the indemnification against Supplier. In such a case the laws applied by said court shall govern exclusively the rights and obligations of the parties involved.

Effective as of October 1, 2026