General Terms and Conditions of Business and Supply of AES Technology GmbH

1. Area of application and closing

1.1. Our general terms and conditions of business and supply (hereinafter “GTC”) govern all supplies and services that we carry out at the behest of a business entity. Business entities within the meaning of these GTC are individuals and legal entities or partnerships having full legal capacity which, in entering into legal transactions, are acting in pursuit of their commercial or independent professional activities. The customer’s opposing, deviating or supplementary general terms and conditions (e.g., purchasing terms), if any, are not recognized and, accordingly, are not incorporated into the contract unless we expressly affirmed such terms and conditions in writing. This also applies in cases in which the customer makes reference thereto as part of the correspondence (e.g., under a long-term or (master) call-off contract in connection with the execution of individual contracts or call-off orders). Our GTC apply even in the event that we carry out our supplies or services without reservation in full knowledge of the customer’s opposing, deviating or supplementary terms and conditions. Unless otherwise agreed, our GTC apply as a master agreement and as amended at the time of a given order with effect for similar future contracts without the need to keep making reference to them in each individual case.

1.2. The customer’s orders are deemed binding offers to enter into a contract. We may accept such offer to enter into a contract within 10 business days from receipt by means of an order confirmation. A contract is effectively concluded with such order confirmation. The same applies to subsequent changes to the order. Subsidiary agreements must be confirmed in writing. In deviation from item 14.1, orders and order confirmations may be made in text form.

1.3. Our proposals and cost estimates are subject to change and non-binding. The documents forming part of a given proposal, such as depictions, drawings, weights and measurements, including those belonging to the customer, are not binding until we have expressly designated them as such.

1.4. We reserve all property and other rights of exploitation under copyright law with respect to cost estimates, drawings and other documents without limitation; they may be disclosed to third parties only with our prior consent. If a contract is not awarded to us, such drawings and other documents as may accompany proposals must be returned to us immediately upon request. This applies *mutatis mutandis* to the customer’s documents. However, we may disclose such documents to third parties that we admissibly task with supplies and services.

1.5. In cases of call-off contracts, we are entitled to procure materials for the entire contract and produce the full order volume immediately. This is why the customer’s change requests may no longer be taken into account once the contract has been placed, unless the parties specifically agreed otherwise.

2. Prices

2.1. Our prices are EXW (Incoterms 2020) as specified in the rate schedule, as amended, or in our proposal and exclude freight, packaging, postage, insurance and other costs related to shipping, unless the parties specifically agreed otherwise. Rates are stated exclusive of value-added tax. VAT is payable in addition to the applicable price at the rate in effect on the day of delivery. Unless specifically agreed otherwise, prices in our proposals apply only to the unit numbers, and only within the terms, stated therein.

2.2. Packaging is billed at cost. The customer bears any added cost on account of expedited/express freight, along with fees for bulky goods.

2.3. Added costs incurred as a result of subsequent changes to a given contract are likewise billed to the customer.

3. Payment

3.1. Payment is due and payable in full within 30 calendar days of the invoice date.

3.2. Bills of exchange are accepted as payment subject to special arrangement and to the exclusion of any discount. The customer bears any related discount and fees. It must pay them immediately upon being invoiced. If we accept bills of exchange, no liability is accepted for timely presentation, protest, notification and the bill's return, unless we or our (vicarious) agents are culpable of willful intent or gross negligence.

3.3. Advance payment may be required for special orders, the supply of uncommon products as well as other preliminary services.

3.4. The customer may only use undisputed or effectively established claims for purposes of set-off. Customers who are merchants (*Vollkaufmann*) within the meaning of the German Commercial Code (*Handelsgesetzbuch - HGB*) are not entitled to rights of retention or set-off. However, the rights pursuant to § 320 of the German Commercial Code remain intact if and to the extent that we failed to meet our warranty obligations.

3.5. Cash and non-cash payments on outstanding claims must be made in EUR.

4. Default in payment

4.1. In the event that the satisfaction of a claim for payment is in question on account of the deterioration of the customer's financial standing that occurred or became known after the closing, we may demand advance and/or immediate payment of all open invoices, including any that may not yet be due, withhold goods not yet delivered and suspend work on current orders. We are entitled to the same rights if the customer fails to make payment even after having been placed on notice giving rise to default.

4.2. In the event of default in payment, we are entitled to default interest at the statutory rate. The right to assert claims for further damages is not excluded as a result.

5. Delivery and acceptance

5.1. With respect to the content and scope of a given supply or service, only the written order confirmation is binding.

5.2. Delivery dates are binding only if we expressly confirmed them. Otherwise, information provided about delivery deadlines and dates is non-binding. The period allotted for delivery does not commence until the records, approvals and releases to be obtained by the customer, as well as such other documents and actions (e.g., advance payment/payment on account, security or decisions) as may be needed for the fulfillment of our obligations (act of assistance (*Mitwirkungshandlung*)) have been provided or taken in their entirety. In the event that the customer fails to assist as required, we are entitled to discontinue our activities; the delivery period is then suspended until the customer takes the action in question. We will adhere to confirmed delivery dates to the best of our ability. If changes to contracts are agreed, the delivery period is extended to the extent commensurate with the changes in question. Delays in delivery do not give rise to claims for payment of a contractual penalty.

5.3. We may effect partial delivery. In the event that shipment is delayed through no fault of our own, we are entitled to store the goods at the customer's risk and expense at our discretion.

5.4. Insofar as we are unable to meet binding delivery deadlines for reasons beyond our control (e.g., non-availability of a service), we will so notify the customer immediately and provide a new deadline for delivery or performance. A service is deemed unavailable, for instance, if our suppliers fail to effect delivery on time and free from defects.

5.5. In the event that we are in default in performance and such default our responsibility, an adequate grace period is to be allotted for our benefit. The need to allow such grace period may only be waived in the presence of special circumstances that justify the immediate rescission of the contract based on a weighing of mutual interests. Otherwise, the customer may not rescind the contract until the grace period has lapsed to no avail. Claims for damages caused by default are capped at the amount of the order value (own performance excluding advance outlays and materials), unless the damage in question was caused by circumstances that we or our (vicarious) agents brought about through willful intent or gross negligence. Insofar as default in delivery is not

the result of a willful breach of contractual obligations attributable to us or our (vicarious) agents, our liability for damages is limited to the amount of foreseeable damages that typically arise. In the cases addressed by this paragraph, a claim for delivery is excluded.

5.6. Operational malfunctions, both in our business and that of a supplier, including but not limited to strike, lock-out, war, insurrection as well as all other cases of Force Majeure, do not constitute grounds for termination of the contractual relationship. The principles governing the lapse of the basis of contract are not affected.

5.7. Unless agreed otherwise, we effect delivery EXW (Incoterms 2020) at such location as we may designate. The risk passes to the customer even if we ourselves see to delivery.

5.8. In the event that the customer obliged to pick up goods – or the customer in call-off contracts – fails to accept the goods without delay, and it has been notified that the goods are available, we may, at our option, (1) store the goods at the customer's risk and expense, (2) demand to be reimbursed for the costs associated with storing the goods on our premises or (3) ship the goods at the customer's risk and expense. In the event that delay in acceptance exceeds 2 weeks, we are entitled to rescind the contract and assert a claim for damages, unless the customer furnishes proof to the effect that non-acceptance is not based on circumstances for which it bears responsibility. Whenever default in acceptance is not attributable to the customer, we are entitled to rescind the contract, to the exclusion of any claim for damages on the customer's side.

5.9. We are under no obligation to take back goods that are not defective. In the event that we signal our willingness to take back non-defective goods, we are free to charge added costs related to inspecting, recording, etc. based on the effort expended. Subject to the provision set forth in item 7, special cuts cannot be returned. Insofar as non-defective goods are taken back, the customer bears the risk of the accidental demise or deterioration of the object of delivery.

5.10. The quality and/or intended purpose owed are determined, in descending order, on the basis of information contained in (1) the customer's product approvals (including but not limited to initial sample approvals), (2) specifications confirmed in writing and (3) our order confirmation. A certain intended purpose is owed only if and to the extent that the parties expressly so agree.

5.11. Notwithstanding the rights under item 7, the customer must accept goods delivered even if they exhibit significant defects.

6. Retention of title

6.1. We reserve the title to any goods delivered until the purchase price has been paid in full. With respect to goods that the customer receives from us as part of its commercial activities, we reserve the title until any and all claims against the customer under the business relationship, including such future claims as may flow from contracts entered into at the same or a later point in time, have been satisfied. This is true even if some or all of our claims were incorporated into a current invoice, which has since been netted and recognized.

6.2. In the event of the breach of critical contractual duties, such as default in payment, we are entitled to retake possession of, and the customer must surrender, the goods following a reminder notice. Where the German Installment Sales Act (*Abzahlungsgesetz - AbzG*) does not apply, our taking back or attaching of an item has the effect of rescinding the contract only if we expressly so declare in writing. In cases of attachment of other third-party intervention, the customer must notify us in writing, sending along an attachment report as well as an affidavit attesting to the identity of the attached item.

6.3. The customer is entitled to resell the goods in the regular course of business, provided that the claims resulting from such resale pass to us as follows:

The customer already assigns to us such claims, along with any and all subsidiary rights, as may accrue to it against the buyer or other third parties under the resale, irrespective of whether the reserved goods are resold before or after processing. The customer is authorized to collect such claims even after the assignment. Our right to collect the claims ourselves is not affected. However, we undertake not to collect the claims so long as the customer properly meets its payment obligations.

We may demand that the customer discloses to us the claims assigned as well as their debtors, provides such information as may be needed for collection, hands over any related documents and advises the debtors of the assignments. In the event that the goods are resold together with goods that do not belong to us, our claim against the buyer is deemed to have been assigned in the amount of the delivery rate agreed between us and the customer.

6.4. Reserved goods are worked and processed on behalf of us as the manufacturer within the meaning of § 950 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*). Processed goods are considered reserved goods within the meaning of these terms. In the event that reserved goods are processed or inseparably combined with other items that do not belong to us, we acquire co-ownership of the new product at a rate reflecting the proportion of the invoice value of the reserved goods to the invoice value of the other items used at the time of processing or combination. The co-ownership rights so created are deemed reserved goods within the meaning of these terms.

If our goods are combined with other movable items or inseparably blended into a uniform product, and if the other item is to be regarded as the principal item, it is deemed to have been agreed that the customer transfers proportionate co-ownership to us insofar as the principal item belongs to the customer. In all other respects, the items created by such processing, combination and/or blending are treated as reserved goods.

6.5. We undertake to release any security to which we are entitled in the order we choose as soon as it exceeds the claims to be secured by more than 20%.

7. Notification of defects and warranty

7.1. Our liability for material and legal defects is limited as follows:

a) The customer must inspect incoming goods for quantity and quality immediately upon receipt. It must report patent defects in writing immediately after receiving the goods.

b) Hidden defects that could not be detected on the occasion of the inspection pursuant to item 7.1.a) must be reported in writing immediately upon detection.

Warranty claims based on defects are time-barred after 12 months from the passage of risk to the customer. This clause does not apply if the hidden defect is based on circumstances that we or our (vicarious) agents brought about through willful intent or gross negligence, the breach of duty results in an injury to the life, body or health of another or § 479 of the Civil Code provides for longer limitation periods.

7.2. At our request, and at our choice, the contractual product is to be (1) made available for pick-up or processing on site or for additional third-party processing or (2) returned to us, carriage paid. In all other respects, statutory claims for the reimbursement of expenses apply.

7.3 In cases of justified complaints, the customer may demand, at its choice, that the item in question be repaired or replaced. For this purpose, the customer must specify an adequate period for remedial performance that takes into account the type of remedial performance chosen, the time it takes to source any materials from our suppliers and the time needed to complete repairs or manufacture new contractual products. However, we are entitled to opt for the type of remedial performance not chosen by the customer if the customer's choice of remedial performance can only be realized at a disproportionate expense. In the event that remedial performance fails, is refused or would amount to an unreasonable burden, the customer may, at its choice, either reverse the contract or abate the rate of compensation agreed.

In the event that the defect is based on circumstances that we or our (vicarious) agents brought about through willful intent or gross negligence, the customer is entitled to assert a claim for damages on account of non-performance or for the reimbursement of expenditures made in vain. § 361 of the Civil Code is not affected.

7.4. The right to assert further damages, including but not limited to consequential damages caused by defects, is excluded. This is not true if and to the extent that the damages are based on circumstances that we or our (vicarious) agents brought about through willful intent or gross negligence, a given breach of duty results in a culpable injury to the life, body or health of another or we culpably violated cardinal contractual obligations; save for injuries to the life, body or health of another or the extent to which we may be accused of willful intent, damages are capped at the amount of foreseeable damages that typically arise. Cardinal contractual obligations are

those that must be fulfilled in order for the contract to be implemented, and on the fulfillment of which the contractual partner may rely. Our liability under the Product Liability Act (*Produkthaftungsgesetz -ProdHG*) is not affected.

7.5. Defects afflicting some of the goods supplied do not support a notice of defect encompassing the entire delivery batch, unless the customer has no use for a partial batch.

7.6. Warranty claims are excluded so long as the tolerances common to the business or industry are observed.

7.7. In the event that a defect of the goods is due to the quality of the materials used, we are entitled to assign our claims against the supplier in question to the customer. In such a case, we bear liability as a guarantor if and to the extent that the claims against the supplier are invalid or unenforceable through our fault.

7.8. Overdeliveries and underdeliveries within the margins common to the trade do not support a notice of defect. Billing is based on the volume delivered.

7.9. No warranty is accepted for damages resulting from:

- inappropriate or improper use;
- faulty installation by customer or third parties despite proper and comprehensible installation guide;
- faulty commissioning by customer or third parties;
- natural wear and tear;
- improper or negligent treatment;
- unsuitable operating materials;
- replacement materials; or
- chemical, electronic or electrical interference attributable to the supplier's culpability.

7.10. The customer's rights of recourse against us pursuant to § 478 of the Civil Code (business entity's recourse) is contingent on the absence of any agreement between the customer and its buyers that exceeds the scope of statutory claims based on defects.

7.11. There is no liability for defects with respect to products that we supply "used" as per agreement.

8. Storage, insurance

8.1. Templates, drawings, tools and other items intended for reuse, along with semi-finished and finished products, will be stored beyond the shipping date subject to prior arrangement and against a special fee. Our liability is limited to willful intent and gross negligence.

8.2. Insofar as they were provided by the customer, the aforementioned items are treated with care until the shipping date. In cases of damage, our liability is limited to willful intent and gross negligence.

8.3. In the event that the aforementioned items are insured, the customer must itself procure such insurance.

9. Devices, tools and means of production

9.1. Such devices, tools, samples, means of production and other templates for the execution of the contract as we may provide, procure or manufacture remain our property even if pro-rated costs are billed.

9.2. Unless otherwise agreed, the manufacturing costs for samples and means of production (tools, molds, stencils, etc.) are billed separately from the goods to be supplied. The same applies to means of production that need to be replaced on account of wear.

9.3. The customer bears the costs associated with repairs and proper storage as well as the risk of damages to or the destruction of the means of production.

9.4. In the event that the customer suspends or terminates its cooperation as samples or means of production are being made, it bears all manufacturing costs incurred until such time.

10. Industrial property rights

10.1. The customer alone bears responsibility for ensuring that the execution of its contract does not infringe third-party rights, including but not limited to copyrights, patents or utility models.

10.2. Unless expressly agreed otherwise in writing, any and all copyrights as well as other industrial property rights with regard to the contractual products as well as any related documents (e.g., user manual, drawings, models and other technical documents) inure to our exclusive benefit. The customer must not duplicate, copy or reproduce the contractual products as well as any related documents, and it may use them only as part of the construction for which the contractual products are intended.

10.3. Insofar as we have continued developing or completed drawings, models or other (technical) templates on the customer's behalf, any and all copyrights and other industrial property rights arising therefrom inure to our exclusive benefit.

10.4. Drawings or technical documents provided to the customer in relation to goods to be delivered or their manufacture remain our property.

10.5. Insofar as we have developed and/or manufactured contractual products on the basis of the customer's specific requirements, and such requirements are subject to the assertion of third-party claims alleging infringement of property rights, the customer is obligated to indemnify us against such claims upon first demand. This indemnification obligation on the customer's part encompasses all costs and expenditures that we necessarily incur from or in connection with such third-party claims.

11. Confidentiality

11.1. The parties undertake to hold in strict confidence any and all knowledge and information, including technical details, as well as all documents obtained as part of their cooperation, and must further abstain from imitating or reverse-engineering/re-engineering the same or have third parties do so. This duty applies irrespective of whether such information is communicated orally or in writing. The knowledge and information so entrusted may only be used in connection with the parties' cooperation and may only be made accessible to such staff as may necessarily be involved and are bound for their part by a duty of confidentiality.

11.2. Any exemption from the duty of confidentiality is subject to prior express written consent.

11.3. The parties will use the documents (including samples, models and data), information and knowledge received as part of the business relationship only for the purposes that they jointly pursue, and they will keep the same secret in relations with third parties with the very care they apply to their own documents and knowledge. For this purpose, the parties must adopt adequate protective measures within the meaning of the German Business Secret Act (*Geschäftsgeheimnisgesetz - GeschGG*).

11.4. The obligations resulting from this item commence as soon as documents, information or knowledge are first received and survive the end of the business relationship.

11.5. The duties of confidentiality do not apply to documents, information and knowledge that are public knowledge; were already known to the receiving part at the time of receipt, and such party was not bound by a duty of confidentiality at the time of such initial receipt; were subsequently transmitted by a third party authorized to disclose them; or were developed by either party through no use of the other party's confidential documents, information or knowledge.

12. Product designation

We may reference out company name on contractual products in an appropriate manner. The customer may only withhold consent if it has an overriding interest therein.

13. Place of performance, choice of law, legal venue

13.1. The place of performance for any and all supplies and services as well as payments is Einbeck.

13.2. Any and all business relationships between us and the customer are subject exclusively to the law of the Federal Republic of Germany, to the explicit exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.3 Insofar as the customer is a merchant within the meaning of the Commercial Code, a legal entity under public law or a public-law special fund, the exclusive legal venue for any and all disputes arising between the parties, including litigation concerning bills of exchange and documents, is either Einbeck's local court or Göttingen regional court, depending on substantive competence. The same legal venue applies if the customer's place of general jurisdiction is not in Germany, the customer moves it domicile or habitual residence out of Germany or the customer's habitual residence is unknown at the time suit is filed.

14. Written form, severability

14.1. Changes and amendments to these GTC, including this clause, as well as any contracts executed hereunder must be made in writing.

14.2. In the event that one or several provisions of these general terms and conditions of business and supply are or become ineffective or void, the remaining provisions hereof continue in full force and effect. The parties undertake to install such provision to replace the ineffective one, or to fill a loophole, as may best approximate in a legally effective manner what the parties would have agreed given their intentions as determined on the basis of the contractual relationship.