

**General Terms and Conditions
for Services, Maintenance and Repair
and special terms and conditions for remote video support
of
Henkelhausen GmbH & Co. KG
in business transactions with entrepreneurs
and the public sector
Status June 2024**

1 Scope of application, general information

1.1 These General Terms and Conditions for Services, Maintenance and Repair (GTC) of **Henkelhausen GmbH & Co. KG (we/us)** apply exclusively to entrepreneurs within the meaning of § 14 of the German Civil Code BGB, i.e. natural or legal persons or partnerships with legal capacity who purchase the goods or services for commercial or professional use. They also apply to persons under public law and special funds under public law.

1.2 All works and services of Henkelhausen GmbH & Co. KG within the scope of service assignments, hereinafter also referred to as "**Services**", are subject to the following terms and conditions (GTC).

In addition, our General Terms and Conditions of Order, Delivery and Service, which we will provide to the Customer free of charge upon first request, shall also apply to the following Services.

1.3 For the business relationship with our customers, including for information and advice regarding our services, the following terms and conditions (GTC) shall apply exclusively. Section 1.2 paragraph 2 remains unaffected. If our GTC have been introduced into the business with the customer, they shall also apply to all further business relationships between the customer and us, unless explicitly agreed otherwise.

Deviating terms and conditions of the buyer and/or purchaser - hereinafter referred to as "**Customer(s)**" - shall only apply if and insofar as we explicitly accept them; otherwise they are rejected. In particular, our silence or non-response with regard to such deviating terms and conditions shall not be deemed as recognition or consent, not even for future contracts.

Our GTC shall apply in place of any terms and conditions of purchase (**GTCP**) of the customer even if, according to these, acceptance of the order is intended as unconditional recognition of the terms and conditions of purchase, or if we deliver after the customer has pointed out the applicability of his general terms and conditions of purchase, unless we have explicitly waived the validity of our General Terms and Conditions to the customer. The exclusion of the customer's General Terms and Conditions shall also apply if the General Terms and Conditions do not contain a separate provision on individual points of regulation.

1.4 If framework agreements or other contracts have been concluded with our customers, these shall take precedence. Provided that they do not contain more specific provisions, they shall be supplemented by these GTC.

1.5 Insofar as claims for damages are referred to in the following, this also refers to claims for reimbursement of expenses within the meaning of § 284 BGB.

2. Information / Advice / Properties and legal nature of the Services / Ownership of replaced parts

2.1 Information and explanations regarding our Services are provided by us solely on the basis of our previous experience. They do not constitute any properties or guarantees in relation to our Services. The values and process steps are to be regarded as average values or standard process steps.

2.2 We only assume an obligation to provide advice regarding our services and their suitability for the customer or the success

sought by the customer only by virtue of an explicitly agreed, separate consultancy contract.

2.3 All services for which by their very nature do not necessarily a service success is to be induced, or for which a work output is not explicitly agreed with the customer, are owed and provided as services in accordance with § 611 BGB. In the absence of an express agreement to the contrary, this applies in particular to the detection and rectification of faults in motors, systems, devices and machines. In this case, we are only obliged to make an effort to locate and resolve a fault, but not the detection and rectification itself.

2.4 A guarantee regardless of fault shall only be deemed to have been assumed by us if we have explicitly declared a property and/or a performance outcome as "legally guaranteed". A procurement risk equivalent to a guarantee in accordance with § 276 BGB is not assumed by us.

We are only obliged to provide spare parts from our own stock of goods (stock debt).

2.5 All parts exchanged by us as part of the service shall become our property without separate compensation to the customer.

3. Cooperation of the customer

3.1 The customer has to inform us in good time before conclusion of the contract in writing or in text form of any special requirements for our Services that are recognizable to him.

3.2 The customer shall also provide us at our first request with copies of all technical documents in his possession, in particular circuit diagrams and operating instructions for the service or repair item, which are useful or necessary in connection with our Services.

3.3 When placing the order and at our first request, the customer has to describe the fault pattern and the defects / faults to be found and rectified in as much detail as possible, in writing or text form.

3.4 During the Services for test or maintenance runs, the customer shall provide the necessary equipment and operating material (e.g. electricity, water, diesel, etc.) and the lifting gear required to carry out the Services and to create the conditions for such test runs from his sphere of responsibility in good time and free of charge.

3.5 The customer shall provide our employees with a safe, barrier-free access to the service or repair item at all times during the performance of the Services.

3.6 As an essential duty of cooperation, the customer shall be obliged to provide us with all information and data from its sphere required for the provision of the Services in good time and in complete extent and to perform all acts of cooperation from its sphere in a timely manner and free of charge so that we can provide our Services in accordance with the contract. This includes in particular the timely obtaining of any official approvals required for the Services and for the timely execution of the Services in accordance with the contract.

4 Repair Services

4.1 The order placed with us contains the offer of the customer to transfer to us any parts replaced within the scope of the repair without additional remuneration.

4.2 If the Services provided by us include a repair in which the object of the contract is the restoration of the full functionality of

the object of repair, the achievement of success is owed exclusively under the following conditions:

- the device to be repaired has been used and serviced in accordance with its intended purpose and the documentation supplied with it;
- the device was operated exclusively using suitable accessories, consumables and spare parts as well as operating materials;
- the device was operated under the ambient and site conditions intended for it;

We expressly assume no procurement risk for spare parts within the scope of the repair order.

4.3 The repair to be carried out by us shall be executed within a reasonable period of time, taking into account the availability of spare parts.

4.4 The customer shall be obliged to accept the Service without delay as soon as we have notified the customer that the Service has been completed ("**notice of completion**") and insofar as we are obliged to provide a work service.

4.5 If acceptance is delayed due to reasons for which the customer is responsible, acceptance shall be deemed to have taken place 2 weeks after the notice of completion by us to the customer. This shall also apply if the customer uses the work result commercially for longer than 2 weeks.

4.6 Acceptance shall also be deemed to have taken place if the customer puts the object of our work performance into operation for a functional test after the expiry of a reasonable period of time without prior disagreement to the acceptance of our Service in writing or in text form.

4.7 Acceptance shall also be deemed to have taken place 4 weeks after the time we have brought the item that was subject to the service to a third party based in the European Union for shipment at the customer's request.

5 Cost estimates

5.1 Our cost estimates shall only be binding if they are explicitly designated as binding and the work contained therein is started on a contractual basis immediately after receipt of the cost estimate by the customer.

5.2 In the event of an order cost estimates may be exceeded by us by up to 10% without the customer's consent being required. This shall not apply if we have expressly agreed a specific cost amount or remuneration as binding.

6 Conclusion of contract and scope of Services

6.1 Our offers are non-binding, unless they are expressly marked as binding or expressly contain binding commitments or the binding nature of the offer has been expressly agreed with the customer. They are considered as requests for orders by the customer and not a binding offer on our part.

In the event of a positive entry of the customer in official embargo lists or violations of relevant embargo regulations by the customer, we are entitled to cancel the initiation of the contract without liability and to withdraw from the unfulfilled part of concluded contracts without liability.

The customer is bound to his order as a contract application for 14 calendar days - in the case of electronic orders 5 working days (in each case at the site of our registered office) - after receipt of the order by us, unless the customer must regularly expect a later acceptance by us (§ 147 BGB). This also applies to repeat orders of the customer.

6.2 A contract is only concluded - also in ongoing business transactions - in case that we confirm the customer's order in writing or in text form (i.e. also by fax or e-mail) by means of an order confirmation. In the event of delivery or service execution within the

customer's offer-related commitment period our order confirmation can be replaced by our delivery or service, whereby the dispatch of the delivery or provision of the service is decisive for this.

Our order confirmation shall only apply under the condition that any outstanding payment arrears of the customer are settled and that a credit check of the customer carried out by us and any check of an export control entry in a relevant embargo list carried out by us remains without negative information.

6.3 The service obligation on our part presupposes that the service item is either within the property of the customer or the customer is otherwise authorized to use it and proves this to us upon request.

6.4 The services to be performed by us result from the agreed scope or, in the absence of such a scope, from the usual scope of the commissioned service. Services exceeding this scope will be invoiced by us additionally according to type and scope at the general rates.

7. Service performance and time of performance / Delay, postponement and interruption of services / Services that cannot be executed

7.1 Binding delivery dates and deadlines must be expressly agreed. In the case of non-binding or approximate (approx., approximate, etc.) performance dates and performance periods, we endeavor to comply with these to the best of our ability.

7.2 Performance periods shall commence upon receipt of our order confirmation by the customer or, in the absence thereof, within 3 working days (at our site) after receipt of the customer's order and its acceptance by us, but not before all details of the execution of the order have been clarified between the customer and us and all other conditions to be fulfilled by the customer have been met, i.e. in particular agreed advance payments or securities and necessary cooperation of the customer have been made to full extent. If the customer has requested changes to the services after placing the order, a new reasonable performance period shall commence upon confirmation of the change by us. Reasonable means a performance period which corresponds to the original remaining performance period plus the period of the change negotiations and a disposition period of 14 calendar days.

7.3 In the case of on-site repairs and/or services, we shall inform the customer about the exact date no later than two calendar days in advance, unless a specific date has been agreed.

7.4 In the event that the execution of the work is not feasible on the agreed date, the other contracting party must be notified of this in writing at least two working days (at its registered office site) in advance. If the customer culpably fails to notify us accordingly, he must compensate us for the resulting damage. In this respect, we shall be entitled to charge a lump-sum compensation amounting to 20 % of the agreed net remuneration. Both parties reserve the right to prove that lower or higher damages have incurred.

7.5 Unless expressly agreed otherwise, on-site repair work and other service work shall be carried out Monday to Thursday between 7.30 a.m. and 4.30 p.m. and Fridays between 7.30 a.m. and 2.15 p.m. (normal working hours), except on public and local holidays and between 24.12. and 31.12. of each year.

Repairs at Henkelhausen's premises as well as on-site repair and service work outside the above-mentioned normal working hours or on weekends and public holidays can be agreed in individual cases and are charged separately at our emergency service rates (including travel costs and hourly rates).

7.6 If we are in delay of performance, first the customer has to grant us a reasonable grace period of at least - unless unreasonable - 14 calendar days for performance. If this is inconclusive, claims for damages for breach of duty - for whatever breach of duty - for whatever reason - shall only exist in accordance with the provision in Clause 12.

7.7 We shall not be in default as long as the customer is in default with the fulfillment of obligations towards us, including those from other contracts.

7.8 In case of technical and/or economic impossibility and/or unacceptability, we shall not be obliged to restore the service item to its original condition. The same applies if a corresponding request by the customer is to be regarded as unlawful execution.

7.9 The customer shall be obliged to reimburse us for the expenses incurred by us and the pro rata remuneration, if the service cannot be performed for reasons for which the customer is responsible, in particular because

- the customer culpably fails to provide the necessary cooperation;
- the customer terminates the contract during the performance of the service.

The above shall not apply if the customer terminates the contract without notice for good cause for which we are responsible. In this case, the statutory provisions shall apply with regards to the reimbursement of expenses. § Section §254 BGB (contributory negligence) remains unaffected.

8 Force majeure / self-supply

8.1 If, for reasons for which we are not responsible, we are unable to fulfill our contract with the customer due to having received deliveries or services of subcontractors that are necessary to perform our services not at all, not correctly, not in time or due to events of force majeure of significant duration (i.e. with a duration of longer than 14 calendar days) in spite of proper and sufficient coverage prior to conclusion of the contract with the customer (congruent coverage), we shall inform our customer immediately in writing or in text form.

In this case, we shall be entitled to postpone the delivery/service for the duration of the delay or to withdraw from the contract in whole or in part for the unfulfilled part of the contract, insofar as we have complied with our aforementioned duty to inform and do not bear the procurement risk within the meaning of § 276 BGB or have assumed a delivery or performance guarantee.

Force majeure includes pandemics, epidemics, strikes (including internal), lockouts, official interventions, energy and raw material shortages, transportation bottlenecks or obstacles, operational hindrances not culpably caused by us - e.g. due to fire, water and machine damage - and all other hindrances which, from an objective point of view, were not culpably caused by us.

With the aforementioned exemption from performance, our obligation to pay damages and/or penalties due to a delay in delivery/performance shall also lapse.

8.2 If a delivery date/performance date or a delivery period/performance period has been bindingly agreed and the agreed delivery date/performance date or the delivery period/performance period is exceeded due to events according to Clause 8.1, the customer shall be entitled, after the unsuccessful expiry of a reasonable grace period of 14 calendar days, to withdraw for the part of the contract not yet fulfilled. Further claims of the customer, in particular claims for damages, are excluded in this case.

8.3 The above provision pursuant to Clause 8.2 shall apply accordingly, if, for the reasons stated in Clause 8.1, even without a contractually agreed fixed delivery/performance date, it is objectively unreasonable for the customer to adhere to the contract.

9. Notice of defects / breach of duty due to poor performance (Warranty)

9.1 *Recognizable* defects in the service must be reported to us by the customer immediately, but no later than 12 calendar days after provision of the service in the case of services and 12 calendar days after handover of the result of work in the case of work performances. Hidden defects in the service must be reported to us immediately after discovery, but no later than within the warranty limitation period in accordance with Section 9.3. in writing or in text form.

Failure to give notice of defects in due time or form shall exclude any claim by the customer for breach of duty due to defective performance. This shall not apply in the event of intentional, grossly negligent or fraudulent action on our part, in the event of injury to life, limb or health or the assumption of a guarantee of freedom from defects or a procurement risk in accordance with § 276 BGB or other mandatory statutory liability circumstances, in particular in the event of a claim under the Product Liability Act and in the event of a right of recourse in the supply chain (Sections 478, 445a BGB).

9.2 *Other breaches of duty on our part must be reported immediately by the customer in writing or in text form while allowing a reasonable period for remedy before the assertion of further rights, otherwise the customer shall forfeit the resulting rights.* This shall not apply in the case of intentional, grossly negligent or fraudulent action on our part, in the event of injury to life, limb or health or the assumption of a guarantee or a procurement risk in accordance with § 276 BGB or in the event of mandatory statutory liability.

9.3 For claims arising from breach of duty due to poor performance the limitation period - unless expressly agreed otherwise - shall be 12 months, calculated from the date of performance in the case of services and the date of acceptance in the case of work performances. This shall not apply to claims for damages arising from a guarantee, the assumption of a procurement risk in accordance with § 276 BGB, claims due to injury to life, limb or health, fraudulent, intentional or grossly negligent action on our part, or if in the cases of §§ 478, 445a BGB (recourse in the supply chain), § 438 para. 1 no. 2 (construction of buildings and delivery of items for buildings) and § 634a Para. 1 No. 2 BGB (construction defects) or insofar as otherwise a longer limitation period is stipulated by law. The above provision does not imply a reversal of the burden of proof.

9.4 For claims for damages due to breach of duty Section 12 shall take precedence in the event of contradictions to the provisions of this Section 9.

10. Remuneration/prices / terms of payment / plea of uncertainty

10.1 All prices are generally quoted in EURO net plus value-added tax to be borne by the customer (if applicable by law) in the amount prescribed by law in each case at payment due date. Unless otherwise agreed with the customer, the valid prices are set out in our general price list for services and spare parts valid at the time of conclusion of the contract between us and the customer.

Cash discounts may only be deducted if expressly agreed by the customer with us and only within the scope of the cash discount agreement.

10.2 We only accept bank transfer in EURO as a method of payment. Other payment methods require a separate, express agreement between us and the customer. Cash payment is permitted up to a maximum amount of EUR 1,000 net, plus VAT.

10.3 If the customer or we incur direct taxes or duties on the service provided by us (withholding tax), the customer shall indemnify us against these taxes and duties. Our invoices are due for payment 10 calendar days after receipt of the invoice, in the case of work performances calculated from the date of acceptance.

10.4 If the customer pays in a currency other than EURO, payment shall only be accepted when the foreign currency payment corresponds to the agreed EURO amount on the day of receipt of payment.

10.5 Unless otherwise agreed, services which are not part of the agreed scope of delivery shall be invoiced on the basis of our general price lists for such services valid at the time the order is placed to us. If the customer's special requests for the provision of services are taken into account, the associated costs shall be borne by the customer.

10.6 We shall be entitled to unilaterally adjust the remuneration accordingly in the event of an increase in material production costs and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations and/or currency regulations and/or public taxes, if these increase the costs of our contractually agreed delivery/service directly or indirectly and if there are more than 2 months between conclusion of the contract and delivery/service. An increase in the aforementioned sense is excluded if the cost increase for individual or all of the aforementioned factors is offset by a reduction in costs for other of the aforementioned factors in relation to the total cost burden for the delivery (netting). If the aforementioned cost factors are reduced without that the cost reduction is offset by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the customer in the form of a price reduction.

If the new remuneration is 20 % or more higher than the original price as a result of our aforementioned right to adjust prices, the customer shall be entitled to withdraw from contracts for the part not yet fulfilled. He may only assert this right immediately after notification of the increased remuneration.

10.7 If a bank transfer has been agreed, the date of payment shall be the date of receipt of the money by us or the date on which it is credited to our account or to the account of the paying agent specified by us.

10.8 *If the customer is in default of payment, all payment claims arising from the business relationship with the customer shall become due immediately. Irrespective of deferral agreements, bill of exchange and installment payment agreements, in this case all liabilities of the customer towards us shall be due for payment immediately.*

10.9 If payment terms are not complied with or circumstances become known or recognizable which, according to our reasonable doubt as to the creditworthiness of the customer, including such facts that already existed at the time of conclusion of the contract but were not known to us or should not have been known to us, then we shall be entitled, without prejudice to further legal rights in such cases, to discontinue further work on current orders or delivery and to demand advance payments for outstanding deliveries or the provision of appropriate, customary securities, e.g. in the form of a bank guarantee from a German bank credit institution affiliated to the Deposit Protection Fund under German law and with German jurisdiction and, after the unsuccessful expiry of a reasonable grace period for the provision of such securities - without prejudice to further statutory rights - to withdraw from the contract with regard to the not yet fulfilled part of the contract. The customer is obliged to compensate us for all damages resulting from the non-performance of the contract.

10.10 The customer shall only have a right of retention or set-off with regard to counterclaims that are not disputed or have been legally established. This shall apply accordingly if the counterclaim for offsetting is in the synallagma (i.e. in the reciprocal relationship of two services in the contract concluded with us) with our claim and is based on the breach of a primary obligation by us or our vicarious agents arising from the contract with us.

10.11 The customer may only exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

10.12 Payments received from the customer shall first be used to repay the costs, then the interest and finally the principal claims according to their age. Any contrary stipulation by the customer at the time of payment is irrelevant.

10.13 The timeliness of the customer's payment, regardless of the method used, shall be determined exclusively by the date on which it is posted to our account. In the case of payments by

check, the value date shall be decisive. Payments by the customer must be made free of postage and charges in our favor.

11 Retention of title

11.1 We retain title to all spare parts supplied by us and for repairs parts supplied by us and parts otherwise used for repairs and/or services for the customer (hereinafter collectively referred to as "reserved goods") until all our claims arising from the business relationship with the customer, including future claims arising from contracts concluded at a later date, have been settled. This shall also apply to a balance in our favor, if individual or all claims are included by us in a current invoice (current account) and the balance is drawn.

11.2 The customer must insure the reserved goods adequately, in particular against fire, natural hazards and theft. Claims against the insurance company arising from a case of damage affecting the reserved goods are hereby already assigned to us in the value of the reserved goods.

11.3 The customer is entitled to resell the reserved goods in the ordinary course of business. Other dispositions, in particular pledging or granting of ownership by way of security, are not permitted. If the reserved goods are not paid immediately by the third-party purchaser upon resale, the customer is obliged to resell only under the retention of title. The authorization to resell the goods subject to retention of title shall lapse without further ado if the customer suspends payment or is in default of payment to us.

11.4 The customer hereby assigns to us all claims, including securities and ancillary rights, which accrue to him from or in connection with the resale of reserved goods against the final purchaser or against third parties. He may not enter into any agreement with his customers that would exclude or impair our rights in any way, or nullify the advance assignment of the claim. In the case that reserved goods are sold together with other items, the claim against the third-party purchaser shall be deemed to have been assigned to us to the amount of the delivery price agreed between us and the customer, unless the amounts attributable to the individual goods cannot be determined from the invoice.

11.5 The customer shall remain entitled to collect the claim assigned to us until our revocation, which is permissible at any time. At our request, he shall be obliged to provide us with the information and information and documents necessary for the collection of assigned claims and, if we do not do so ourselves, to inform his customers immediately about the assignment to us.

11.6 If the customer includes claims from the resale of reserved goods into an existing current account relationship with his customers, he hereby assigns to us any recognized closing balance in his favor in the amount which corresponds to the total amount of the claim from the resale of our reserved goods included in the current account relationship.

11.7 If the customer has assigned claims arising from the resale of the products delivered or to be delivered by us to third parties, in particular on the basis of genuine or fake factoring or has made other agreements on the basis of which our current or future security interests pursuant to Clause 11 may be impaired, he must notify us of this immediately. In the event of fake factoring, we shall be entitled to withdraw from the contract and demand the return of products already delivered. The same applies in the case of genuine factoring if the customer cannot freely dispose of the purchase price of the receivable under the contract with the factor.

11.8 In the event of actions in breach of contract for which the customer is responsible, in particular in the event of default of payment, we shall be entitled to take back all reserved goods after the withdrawal of the contract. In this case, the customer shall be obliged to surrender the goods without further ado. To determine the inventory of the goods delivered by us we may enter the customer's business premises at any time during normal business hours. Taking back the reserved goods shall only constitute a

withdrawal from the contract if we expressly declare this in writing or if mandatory statutory provisions provide for this. The customer must inform us immediately in writing or text form of all access by third parties to reserved goods or claims assigned to us.

11.9 If the value of the securities existing for us in accordance with the above provisions exceeds the secured claims by more than 10% in total, we shall be obliged at the customer's request to release securities of our choice to this extent.

11.10 Handling and processing of the reserved goods shall consider us as the manufacturer, but without any obligation on our part. If the reserved goods are processed or inseparably combined with other items not belonging to us, we shall acquire co-ownership of the new item the ratio of the net invoice amount of our goods to the net invoice amounts of the other processed or combined items. If our goods are combined with other movable items to form a single item which is to be regarded as the main item, the customer hereby assigns to us co-ownership of this item in the same proportion. The customer shall keep the property or co-ownership for us free of charge. The resulting co-ownership rights shall be deemed to be reserved goods. At our request, the customer is obliged at any time to provide us with the information required to pursue our ownership or co-ownership rights.

11.11 If, in the case of our deliveries to the customer or the agreed transfer point abroad in the country of importation, the above-mentioned retention of title or the other rights on our part described therein require certain additional measures and/or declarations by the customer beyond the agreement of the retention of title, the customer must inform us of this in writing or in text form immediately after conclusion of the contract and to carry out such measures and/or declarations immediately at his own expense. We shall cooperate in this to the extent necessary. If the law of the importing country does not permit retention of title, but allows us to reserve other rights to the delivery item, we may make use of rights of this kind at our reasonable discretion (§ 315 BGB). Insofar as an equivalent security of the claims against the customer is not achieved in this way, the customer shall, at his own expense, immediately provide us with a payment guarantee from a German bank credit institution affiliated to the Deposit Protection Fund, excluding the right of advance action and deposit in accordance with German law and with German jurisdiction. § Section 315 III BGB (application for judicial review and adjustment) remains unaffected.

11.12 In the event of seizures or other interventions by third parties, the customer has to inform us immediately in writing or in text form so that we can take legal action in accordance with § 771 ZPO. Insofar as third party is not in a position to provide us with the legal and out-of-court costs of an action pursuant to § 771 ZPO, the customer shall be liable to us for the loss incurred by us.

12 Exclusion/limitation of liability

12.1 Subject to the following exceptions, we shall not be liable, in particular not for claims of the customer for damages or reimbursement of expenses - irrespective of the legal basis - for breach of duties arising from the contractual obligation.

12.2 The above exclusion of liability in accordance with Clause 12.1 shall not apply,

- for own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty of legal representatives or vicarious agents;
- for the breach of material contractual obligations; "Material contractual obligations" are those whose fulfillment characterizes the contract and on which the customer may rely;
- in the event of injury to life, limb and health also by legal representatives or vicarious agents;
- insofar as we provide a guarantee for the quality of our goods or the existence of a performance result, or

have assumed a procurement risk in accordance with § 276 BGB;

- in the event of liability under the Product Liability Act or other mandatory statutory liability.

12.3 In the event that we or our vicarious agents are only guilty of slight negligence and no case of 12.2, 3-5 indents above, we shall also be liable for the breach of material contractual obligations, we shall only be liable for foreseeable damage typical of the contract.

12.4 Our liability shall be limited in amount for each individual case of damage to a maximum liability sum of EUR 300,000.00. This shall not apply if we are guilty of malice, intent or gross negligence, for claims due to injury to life, limb or health or due to breach of a material contractual obligation as well as in the case of a claim based on a tortious act or an expressly assumed guarantee or the assumption of a procurement risk pursuant to § 276 or in cases of legally mandatory higher liability amounts. Any further liability is excluded.

12.5 The exclusions or limitations of liability in accordance with the 12.1 to 12.4 and 12.6 shall apply to the same extent in favor of our executive bodies, our executive and non-executive employees and other vicarious agents as well as our subcontractors.

12.6 Claims by the customer for damages arising from this contractual relationship can only be asserted within a preclusion period of one year from the start of the statutory limitation period. This shall not apply if we are culpable of intent or gross negligence, for claims due to injury to life, limb or health, or in the event of a breach of contract as well as in the case of a claim which is based on a tortious act or an express guarantee assumed or the assumption of a procurement risk pursuant to Section 276 BGB within the meaning of Clause 4.6, or in the event that a longer limitation period is mandatory by law.

12.7 A reversal of the burden of proof is not associated with the above provisions.

13. Place of performance / place of jurisdiction / applicable law

13.1 The place of performance for all contractual obligations is the registered office of our company, unless an on-site service at the customer's premises has been agreed.

13.2 The exclusive place of jurisdiction for all disputes is - insofar as the customer is a merchant within the meaning of the German Commercial Code - the registered office of our company. This jurisdiction provision of sentence 1 shall also apply for the sake of clarity to such matters between us and the customer which may lead to non-contractual claims within the meaning of EC Regulation No. 864/2007. However, we are also entitled to sue the customer at his general place of jurisdiction.

13.3 All legal relationships between the customer and us shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). It is expressly clarified that this choice of law is also deemed to be a choice within the meaning of Art. 14 para. 1 b) EC Regulation No. 864 / 2007 and therefore also applies to non-contractual claims within the meaning of this Regulation.

If foreign law must be applied in an individual case, our GTC shall be interpreted in such a way that the economic purpose pursued with them is safeguarded as far as possible.

14 Export control / product approval

14.1 Unless otherwise contractually agreed with the customer, the delivered goods are to be placed on the market for the first time within the Federal Republic of Germany or, in the case of delivery outside the Federal Republic of Germany to the country of first delivery agreed with us (country of first delivery).

14.2 *We draw the customer's attention to the fact* that German as well as European foreign trade law shall apply for the shipment/export of goods (goods, software, technology) as well as for the provision of services with a cross-border connection for the fulfillment of the contractual obligation and the individual deliveries and technical services may be subject to export control restrictions and prohibitions. This applies in particular to so-called armaments and dual-use goods. In addition, there are European and other worldwide national embargo regulations against certain countries and persons, companies and organizations that may prohibit the supply, provision, transfer, export or sale of goods and the provision of services or make them subject to authorization. For cross-border delivery or provision, we must therefore obtain official authorizations or other certificates for cross-border delivery or provision. Further rights and obligations in this context are governed by the following provisions. For certain transactions in connection with US goods or other US Code, US (re-)export law may also apply due to its extraterritorial effect and lead to prohibitions or authorization requirements that we must observe and implement in order to avoid being sanctioned by the US authorities.

14.3 The customer himself shall be obliged to check the existence of and compliance with export and import control regulations for the delivery item and the export and import of the same and to comply with the relevant export regulations and emblems for these goods, in particular of the European Union (EU), Germany or other EU member states and, if applicable, the USA or Asian or Arab countries and all third countries concerned, insofar as the customer exports the products supplied by us or has them exported by us. In this respect, the customer shall refrain from shipping the products or service results supplied by us to Russia, Belarus and the Russian-occupied parts of Ukraine during the existence of relevant sanctions. The customer warrants to us that its customers will comply with all of the aforementioned embargoes and trade restrictions in relation to the products delivered and services rendered by us.

If we become aware of facts or circumstances which result in that the fulfillment of an individual contract is not in accordance with the embargoes, sanctions, trade regulations relevant to the performance of the individual contract, we may terminate this contract (even after confirmation of the contract) at any time for good cause without observing a period of notice or withdraw from the respective contract and discontinue the delivery of products and our services or demand the return of products already delivered without warning. In this case the customer can reclaim the purchase price already paid for this, unless the products in question were customized for the customer in which case we shall not be obliged to refund any purchase price. Claims for damages and/or reimbursement of expenses by the customer in this respect are excluded. This also applies if, after conclusion or confirmation of the contract, embargo, sanction, trade regulations or internal compliance guidelines change or if the customer is subject to additional or further embargo, sanction or trade regulations.

14.4 The cross-border return of goods, samples, tools, software, materials and also technology, including in the form of drawings, instructions, data etc. to the customer may in individual cases also be subject to foreign trade and may be subject to official approval procedures. The customer guarantees that before shipment of the products delivered to him by us and their components and/or components and/or accessories to a country other than the country of first delivery agreed with us, the customer shall ensure that the necessary national product approvals or product registrations are obtained in good time and that the requirements laid down in the national law of the country for the provision of user information in the national language and also all import regulations and export control regulations are fulfilled.

14.5 Compliance with the delivery obligation may require the release or the granting of export or transfer licenses or other certificates under foreign trade law by the competent authorities. If we are prevented from timely delivery due to the duration of the necessary and proper execution of a customs or foreign trade

application, approval or inspection procedure through no fault of our own, the delivery time shall be extended appropriately by the duration of the delay caused by this official procedure.

We cannot generally specify a fixed duration for the aforementioned official procedures. We will inform the customer immediately of such procedures as well as circumstances and measures in individual cases. Claims for damages by the customer for delays through no fault of his own for this reason are excluded, unless we have contractually assumed a guarantee liability towards the customer.

14.6 The customer is obliged to provide us with timely and complete information about the end use and, if applicable, the deviating end user of the goods to be delivered or the service results to be rendered, truthfully and immediately after conclusion of the contract in writing or text form. Any delivery period or performance period shall not begin to run beforehand. This includes, in particular, issuing any necessary end-use documents (so-called EUCs) and sending them to us in the original version to verify the final destination and the intended use of the goods or services and to provide evidence to the competent authority for customs and export control purposes. If the aforementioned documents reveal potential violations of export bans or embargo regulations, we shall be entitled to withdraw from the contract without compensation.

14.7 Any re-export requirements arising from licenses issued to us by the competent authorities or courts must be complied with by the customer. The customer must accordingly obligate his recipients by contract and prove this to us upon request. We will inform the customer about the scope and extent of such conditions imposed on us at the latest upon delivery.

14.8 If, through no fault of our own, we or our suppliers are not granted any necessary export or transfer licenses or other necessary approvals by the competent authorities or are not granted them in good time, or if, through no fault of our own, other obstacles arise due to the customs, foreign trade and payment regulations to be observed by us as exporter or transferor or by our suppliers in accordance with the law applicable to them, we are entitled to withdraw from the contract or from the individual delivery or service obligation, insofar as we have not expressly assumed a no-fault guarantee liability for their provision. This shall also apply if, through no fault of our own, any customs, foreign trade or embargo obstacles occur between conclusion of the contract and the delivery or performance of the service, as well as during the assertion of warranty rights - e.g. due to a change in the legal situation - and thus make it temporarily or permanently impossible to perform the delivery or service. This may be the case, for example, if, through no fault of our own, export or transfer licenses granted to us or our suppliers are revoked by the competent authorities or other approvals or clearances under foreign trade law are opposed to the fulfillment of the contract or the delivery or service. Claims for damages by the buyer for this reason are excluded, unless we have expressly assumed a guarantee liability regardless of fault for the provision of the aforementioned permits or documents.

14.9 In particular, the customer shall check and ensure that it can prove to us upon request that

- the products and performance results provided by us are not intended for use in armaments, nuclear technology or weapons technology;
- no companies and persons named in the US Denied Persons List (DPL) are supplied with US origin goods, US software and US technology;
- no companies and persons listed on the US Warning List, US Entity List or US Specially Designated Nationals List without relevant authorization;
- no companies and persons are supplied that are on the list of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorist Organizations, Specially Designated Global Terrorists or the EU terrorist list or other relevant negative lists for export controls;

- no military recipients are supplied with the products supplied by us;
- no recipients are supplied who are in breach of other export control regulations, in particular those of the EU or ASEAN countries;
- all early warning notices issued by the competent German or national authorities of the respective country of origin of the delivery are observed.

The transfer of our performance results to such organizations, companies or persons shall be deemed equivalent to delivery.

14.10 The customer in turn undertakes to impose this obligation on its purchasers for to provide evidence of this obligation for the goods delivered by us and to prove this to us on request.

14.11 Access to and the use and/or export of goods delivered by us may only take place if the above-mentioned checks and guarantees have been carried out by the customer. Otherwise the customer shall refrain from the intended export and we shall not be obliged to perform.

14.12 If the goods delivered by us are passed on to third parties, the customer undertakes to inform these third parties in the same way as the 14.1-14.11 and to inform them of the need to comply with such legal provisions.

14.13 In addition, the customer guarantees in the case of agreed delivery outside the Federal Republic of Germany at his own expense, that, with regard to the goods to be delivered by us, all national import regulations of the country of first delivery are fulfilled in full and on time without any cost burden for us.

14.14 The customer shall indemnify us against all damages and proven, customary and reasonable expenses resulting from the culpable breach of the above obligations in accordance with Clauses 14.1-14.13. The costs for own employees are excluded. § Section 254 BGB (contributory negligence) remains unaffected.

15. Opening of insolvency proceedings / Incoterms / Written form / Reservation of right of amendment / Severability clause

15.1 An application for the opening of insolvency proceedings by the customer or the customer's suspension of payments, despite a warning, that is not based on rights of retention or other rights entitle us, in the event that the customer is in a state of breach of duty towards us at this time, to withdraw from the contract at any time or to make the fulfillment of the contract dependent on the prior fulfillment of the payment obligation. In the case of continuing obligations, we are entitled to terminate the contract without notice instead of withdrawing from it. § 314 BGB remains unaffected. If the delivery of the object of purchase or our service has already taken place, the consideration shall be due immediately in the aforementioned cases. We shall also be entitled to reclaim the purchased item in the aforementioned cases and to withhold it until the purchase price has been paid in full.

15.2 Insofar as trade terms in accordance with the International Commercial Terms (INCOTERMS) are agreed, the INCOTERMS 2020 shall apply.

15.3 All agreements, collateral agreements, assurances and contract amendments to the contract must be made in writing or text form. This also applies to the waiver of the written form requirement itself. The precedence of individual agreements in written, text or verbal form (Section 305b BGB) remains unaffected.

15.4 Should a provision of this contract be invalid for reasons of law of the General Terms and Conditions pursuant to §§ 305 to 310 BGB be or become invalid/void or unenforceable in whole or in part, the statutory provisions shall apply.

Should any present or future provision of the contract be or become invalid or unenforceable for reasons other than the provisions relating to the law of the General Terms and Conditions in

accordance with §§ 305 to 310 BGB (German Civil Code), this shall not affect the validity of the remaining provisions of this contract. The same shall apply if a gap requiring supplementation arises after conclusion of the contract.

Contrary to a possible principle according to which a severability clause only reverses the burden of proof, the validity of the remaining contractual provisions shall be maintained under all circumstances and thus § 139 BGB shall be waived in its entirety.

The parties shall replace the provision that is invalid/void/unenforceable for reasons other than the provisions relating to the law on general terms and conditions in accordance with §§ 305 to 310 BGB or a gap that needs to be filled by an effective provision which corresponds to the legal and economic purpose of the invalid/void/unenforceable provision and the overall purpose of the contract. If the invalidity of a provision is based on a measure of performance or the time (deadline or date) specified therein, the provision is to be replaced with a legally permissible measure that comes closest to the original measure.

16 Additional special terms and conditions for remote video support

16.1 Scope of application

These additional special terms and conditions listed below apply to all our remote video support services to entrepreneurs. They apply in addition to the General Terms and Conditions listed under Sections 1-15 which also apply to these services. In the event of contradictions the conditions in Section 16 shall take precedence over those in Sections 1-15.

16.2 Service content of the Remote Video Support / Conclusion of contract

16.2.1 The paid service owed exclusively within the scope of Remote Video Support service is (i) the effort in the sense of a service in accordance with §§ 611 ff. BGB, to support the customer by a trained engine technician in the identification and/or rectification of faults in engines and drives that are in our respective maintenance and repair portfolio and (ii) the sublicensing of video remote software that is used for the video call and licensed to us (currently Oculavis Share). A corresponding list of the respective maintenance and repair portfolio will be made available to the customer on first request free of charge.

16.2.2 Not owed are (i) the achievement of a fault identification and/or fault elimination success and/or the physical performance of maintenance or repair services on the motor/drive concerned and/or (ii) the provision of technical connections or technical equipment or software or software outside of the granting of access to the possibility of using the remote video software provided to the customer via a link and/or (iii) access to the remote video software via the world wide web (www) and/or the continuous provision and/or functionality of login screens or the service portal on the Internet.

16.2.3 A contract for the use of our remote video service is concluded between us and the customer if (i) we accept a request from the customer for the performance of the Remote video service, or (ii) the customer accepts a corresponding offer from us, or (iii) at the latest when the customer uses the remote video service.

16.3 Access to Remote Video Support

The initiative for Remote Video Support can come from us as well as from the customer.

In the former case, the customer receives a notification from one of our employees that there is the possibility of a remote video call for customer support and an invitation to do so by e-mail or SMS, pointing out that the service is subject to a charge. Customers can also independently request remote video support via our service portal at www.serviceportal.henkelhausen.de and submit (non-binding) appointment proposals. In this case, the customer will also receive an invitation to do so by e-mail or SMS, with reference to the fact that the service is subject to a charge.

16.4 Provision of the service portal and services

16.4.1 Upon agreement of the first chargeable service, we undertake, within the framework of this Section 16.4 as set out below, to guarantee access to the service portal for registration for the Remote Video Support Service with an average annual availability of 95 %. However, availability at all times is not the subject matter of the service. In particular, necessary maintenance work, mandatory security reasons and events beyond our control (e.g. disruptions to public communication networks, power failures or similar events) may lead to disruptions or temporary suspension of our services and the accessibility of the service portal, even below the availability of 95% on average. Access to the service portal as the customer's ability to use the remote video service also depends on the customer's own technical equipment and on the data transmission on the Internet by third parties.

16.4.2 We provide our services within the scope of the Remote Video Service on the basis of the technical status of our hardware and software at the time the contract of use is concluded and the technical status of the Internet at that time and the respective legal and commercial framework conditions for its use.

16.4.3 We may temporarily restrict or discontinue access to the service portal and the remote video software used at any time if this is necessary with regard to the security or integrity of our servers or in order to carry out mandatory technical measures to maintain the contractual service. The restriction may be necessary in particular to protect against attacks from the Internet (e.g. in the case of so-called "denial of service" attacks).

We would like to point out that we protect our systems against unauthorized access by third parties with the security systems we currently have in place, but that absolute protection against attacks by third parties is not possible with the current state of technology.

16.5 Granting the right to use the remote video software

Upon conclusion of the contract for the remote video service, we grant the customer the non-transferable right to use the remote video software transmitted via link to the customer for the duration of the agreed remote video call and limited to the agreed number of participants on the customer's side, in accordance with the license conditions of the respective software licensor.

We shall provide the customer with the relevant software license conditions free of charge at any time upon first request.

16.6 Remuneration

16.6.1 The Remote Video Service provided by us is a remunerated service.

16.6.2 The remuneration shall be based on the hourly rate in our price list for remote video services valid at the time of utilization (which we provide to the customer free of charge upon first or which the customer can view and print out in our service portal at <https://serviceportal.henkelhausen.de>).

16.6.3 The remuneration shall be invoiced on a minute-by-minute basis according to the duration of the respective remote video call on the basis of the runtime information of the software used by us for this purpose.

16.7 Obligations of the customer to cooperate

16.7.1 The use of the Service Portal and the Remote Video Services requires that the customer has the technical equipment required to access the remote video software used and our service portal at www.serviceportal.henkelhausen.de via the Internet (computer, Internet access).

16.7.2 In preparation for the provision of the agreed Remote Video Service, the customer undertakes to describe the dysfunctionality of the relevant engine/drive in as much detail as possible and, upon first request, to provide us with further relevant information and documents (such as operating instructions and/or maintenance documents) of the affected engine/drive free of charge and in good time before the Remote Video Service is used.

16.7.3 The customer warrants to us that (i) it is authorized to transmit and disclose all personal data transmitted to us in the course of using the Remote Video service and (ii) he and his employees comply with all relevant data protection regulations when using the service and (iii) the use of the Remote Video Service from his sphere does not result in the transmission of malware, in particular Trojans and/or viruses, to our hardware and software used. If the customer culpably violates the aforementioned warranty, the customer shall indemnify us against all claims of third parties and the usual, reasonable and proven costs incurred by us as a result, including those of legal defense and any fines. § 254 BGB (contributory negligence) shall remain unaffected.

16.7.4 The customer shall observe and comply with the usage and safety instructions brought to its attention prior to the Remote Video service.

16.7.5 The customer is also obliged to take all necessary cooperation from his sphere in full, on time and free of charge, which are necessary to enable us to provide our service owed under the Remote Video Service in full in accordance with the contract. This includes to only utilize employees in contact with us who are authorized to conclude a contract with us when using the Remote Video Service.

Note:

In accordance with the provisions of the Data Protection Act and the EU GDPR, we would like to point out that the processing of contracts in our company is carried out via an IT system and that in this context we also store the data received as a result of the business relationship with the customer.

Krefeld, June 2024