

General Terms and Conditions Delivery, Service, Modernisation and Training by TELOGS GmbH

1 Scope of validity and application

1. These terms and conditions apply to all deliveries, services, and servicing (maintenance, inspection, repair, improvement), as well as replacement parts procurement, installation, refitting, modernisation, training, or similar.

In individual cases, express and deviating agreements may be made in writing.

2. Additional agreements and amendments require the confirmation by TELOGS in written form. Any general terms and conditions of the Customer are herewith refuted insofar as they contradict these General Terms and Conditions.

3. An acknowledgement of other terms and conditions of purchase and fulfilment shall not be deemed to exist, even if TELOGS commences the order execution without objection. Declarations by the Customer that deviate from the TELOGS General Terms and Conditions, shall not obligate TELOGS.

4. The TELOGS General Terms and Conditions apply to all present and future business relations between TELOGS and the Customers of TELOGS. The general terms and conditions apply in their respective version valid at the time of the placing of the order.

5. References to the applicability of statutory provisions shall only hold clarifying significance. Even without such clarification, the statutory provisions therefore apply insofar as they are not directly amended or expressly excluded in these General Terms and Conditions.

6. These General Terms and Conditions may be viewed – in the respective current version – at www.telogs.de/downloads and downloaded as a file.

7. These General Terms and Conditions shall only apply to contracts within the Federal Republic of Germany and are expressly related to use by business persons (traders) in accordance with § 14 of the BGB (German Civil Code), or legal entities under public law, or special funds under public law.

2 Object of the contract, fulfilment, prices

1. TELOGS' offers are subject to change. Technical changes, changes in the delivery and service programme, as well as changes in form, colour and/or weight remain reserved within the scope of what is reasonable. Reasonable particularly means improvements in accordance with the latest state of science and technology, technical changes, improvements of the design or the choice of materials. TELOGS shall be particularly entitled to correct pricing errors. Offers that do not include an acceptance or commitment period are not binding. Catalogues and advertising brochures shall continually remain non-binding.

2. The Customer's order must be in written form and represents a binding offer that TELOGS may accept within 2 weeks by sending an order confirmation in written form. The order confirmation by TELOGS shall be decisive with respect to the content of the order, insofar as it not is immediately refuted in written form. TELOGS shall be entitled to declare acceptance by providing the service.

3. Additional agreements, assurances of the characteristics, and changes in the order require confirmation by TELOGS in written form. Public statements, promotional recommendations, or advertisements shall not

represent a contractual agreement regarding quality. The documents accompanying documents the offer, e.g., illustrations, drawings, weight and dimension specifications, are merely approximate insofar as TELOGS has not expressly designated them as binding.

4. The conclusion of the contract shall be subject to the correct and timely delivery on the part of the TELOGS Supplier. This shall only apply in cases where TELOGS is not responsible for the non-delivery, particularly in the case of a congruent coverage transaction with the Supplier. In the event of non-availability of the service, TELOGS shall immediately inform the Customer and return the counter-fulfilment.

5. TELOGS reserves the right of ownership and copyright of cost estimates, drawings, and other documents. These shall not be made accessible to third parties and shall be destroyed or returned to TELOGS upon request. The Customer must receive the express consent of TELOGS in written form before transferring such documentation to third parties.

6. The Customer shall be responsible for ensuring that the working drawings submitted by them do not infringe the property rights of third parties. If claims by third parties are nevertheless asserted against TELOGS due to infringements of property rights, the Customer shall indemnify TELOGS to the full extent from any claim upon TELOGS' first demand.

7. If TELOGS only subsequently becomes aware following the conclusion of the contract that the Customer is in an unfavourable financial situation, TELOGS shall be entitled to demand a security – upon setting a reasonable deadline – that is accepted in business transactions for the counter-fulfilment. If TELOGS does not receive the security within the time limit established, TELOGS shall be entitled to withdraw from the contract. TELOGS offers are non-binding unless a commitment is expressly declared in writing. Insofar as dimensions and weights or pictures and/or drawings are indicated, these shall be considered as approximate values or exemplary.

8. The remuneration stated in the specification of services shall be part of the contract. If the remuneration does not result from the specification of services, it shall be determined in accordance with TELOGS' offer. If the Customer does not refute the offer within a period of 5 working days at the latest, or if they accept the TELOGS' services before the acceptance of the offer, it shall be deemed to be agreed upon. In the event of assignments of TELOGS outside the company's headquarters, costs for travel expenses, subsistence expenses, and other expenditures shall be charged in accordance with the currently valid price sheet.

9. TELOGS shall have the right to change prices stated in the contract by notification of change in written form under observance of a notification period of 3 months from the end of the notification month if production and energy costs, as well as TELOGS' purchase prices for operating materials, or replacement parts, or wages as an essential part of the service costs change or if new taxes or public encumbrances are introduced that affect the contract. The prices shall change accordingly in the event of a change of the legal VAT rate. Price increases are only possible for already concluded (framework) contracts within the scope of the aforementioned price and cost increases. For deliveries that take place later than 6 months after the conclusion of the contract, TELOGS shall be entitled to increase the prices if they are based on changes in value-forming factors that have arisen after the conclusion of the contract. The Customer shall be informed of the price increase within a reasonable period of time. If price increases of more than 20 percent in total are demanded within a period of one year, the consent of the Customer is required for the portion of the price increase exceeding 5 percent. The consent shall be deemed granted insofar as the Customer does not make use of the special right of termination granted to them herewith within 14 days after the announcement of the increase requiring consent, of which TELOGS has specifically informed them. The notification period for this special right of termination of the Customer is 2 calendar months from the end of the notification month.

10. All prices and remunerations are net amounts plus the statutory value added tax at the applicable rate. Insofar as not otherwise agreed, the prices are ex works excluding packaging.

11. Invoice amounts are due for payment 14 days after receipt of the invoice. The date of credit entry on the account of TELOGS shall be decisive regarding the timeliness of payment. If the deadline is not successfully met, the Customer shall be automatically considered in default without a reminder. During the

delay, the monetary debt shall be subject to interest in accordance with the statutory regulations; the assertion of a higher amount of damages caused by delay shall remain unaffected. With respect to suppliers (traders), the claim to commercial interest on maturity (§ 353 HGB) shall remain unaffected. If the Customer is in default with their payment obligations, all claims of TELOGS resulting from the entire business relationship shall become due immediately. Further deliveries during the delay shall only be carried out against advance payment. During the time of default in payment, TELOGS shall not be obligated to carry out services, particularly maintenance or servicing, insofar as TELOGS has previously granted the Customer a reasonable grace period for payment and this grace period has expired without remedy.

TELOGS shall be entitled – also within the scope of an ongoing business relationship – to only carry out services and deliveries in whole or in part against advance payment. A corresponding proviso shall be declared with the order confirmation.

Payment instructions, cheques, and bills of exchange shall be accepted with express prior agreement in written form and exclusively for payment on account. Collection charges and other costs shall be borne by the Customer.

12. The assertion of a right of retention or offsetting due to possible counterclaims by the Customer are generally excluded. The offsetting shall only be admissible as an exception if the counterclaim on the part of TELOGS is undisputed or has been legally established.

13. TELOGS shall be entitled, without the consent of the Customer, to transfer or to pledge due or future monetary claims from the contractual relationship in whole or in part to third parties. A prohibition of assignment or a requirement of consent in the terms and conditions of the Customer is expressly refuted.

14. Payments (including partial payments and payments on account) shall always be applied to the longest standing respective debt items and the interest accrued thereon.

15. For the offsetting in the event of insolvency, the Customer with their registered office in Germany and TELOGS shall come to the following agreement in accordance with § 94 InsO (German Insolvency Ordinance): In the event of insolvency of the Customer, all claims of TELOGS against the Customer shall become due with the opening of the insolvency proceedings, even in the event that they would otherwise not be due at that time. In the event of a court order for preliminary insolvency proceedings, the maturity date shall be set with the court order. In the reverse case, this shall also apply to Customer claims against TELOGS. In these instances, TELOGS shall also be entitled to carry out outstanding deliveries – at the option of TELOGS – exclusively against advance payment or security.

16. The services shall be provided in accordance with the contractual agreements and in accordance with the generally recognised rules of technology at the time of conclusion of the contract. All service, installation, servicing, or maintenance work shall be carried out during the regular working hours (Monday – Friday, between 8:00 and 16:30, except on holidays, at the place of fulfilment) by TELOGS or a service partner authorised by TELOGS. Work that is to be carried out outside the regular working hours at the request of the Customer, must be requested at least 4 weeks in advance – excluding emergency service cases. These working hours and emergency service cases shall entitle TELOGS to charge increased surcharges such as night, emergency service, holiday, Saturday, and Sunday surcharges at TELOGS' increased rates o.

17. The remuneration and the scope of services shall be regulated in the respective service contract or in the offer and in the order confirmation. If the remuneration is not expressly agreed as a flat rate, services shall be invoiced in accordance with work and travel times, as well as waiting times, if applicable, at TELOGS' rates valid at the time of the provision of services, plus the valid statutory value added tax. Likewise, services that exceed the agreed scope of services, such as the rectification of damages or disturbances, e.g., due to improper use, shall be charged separately in accordance with the rates valid at the time of the provision of services. The current rates shall be sent to the contractual partner with the order confirmation. The contractual partner shall be notified of any changes to the rates.

18. Insofar as not otherwise agreed, replacement parts, operating materials, and consumables are not included in the remuneration and may be charged additionally by TELOGS. Likewise, the disposal of defective or dismantled parts is not included in the scope of services insofar as this has not otherwise contractually agreed or is legally required, and therefore must be additionally paid.

19. TELOGS requires the following items from the Customer for the examination of whether deliveries in the European Community territory may be made exempt from VAT

- a) VAT identification number
- b) Name and address of the Customer
- c) Destination location
- d) All documents required to prove an exempt intra-community supply (receipts, confirmation of arrival, etc.).

In the event that TELOGS is charged with VAT due to incorrect or incomplete information provided by the Customer, the Customer shall be obligated to immediately compensate TELOGS for the tax burden incurred.

3 Fulfilment date, delivery

1. The fulfilment deadline shall be agreed individually. Binding dates for services, e.g., deliveries, must be expressly designated and agreed as such in written form. The same applies to fixed dates.

2. The fulfilment deadline shall commence upon receipt of the order confirmation, but not before the Customer has fulfilled their contractual obligations, particularly not before the Customer has provided the documents, technical data, approvals, releases, or other obligations to cooperate to be procured by the Customer.

3. If TELOGS has indicated deadlines for fulfilment and these have been defined as the basis for placing the order, such deadlines shall be extended if the Customer does not fulfil any of the obligations to cooperate. Insofar as not otherwise stated in the order confirmation, the fulfilment of ex works shall be deemed to be agreed.

4. The fulfilment deadline shall be deemed to have been complied with if the fulfilment object, e.g., a delivery object, has left the TELOGS factory or if the Customer has been notified of the readiness for fulfilment/dispatch by the expiration of the fulfilment deadline.

5. TELOGS shall be entitled to perform partial services, e.g., partial deliveries, and to invoice them separately.

6. If, subsequent to the conclusion of the contract, regulations or statutory provisions come into force that deviate from the regulations or statutory provisions applicable at the time of conclusion of the contract, the fulfilment deadline shall be extended accordingly. Any additional costs resulting from this shall be borne by the Customer.

7. Changes or extensions to the original scope of the order agreed subsequent to the conclusion of the contract shall extend or postpone the original fulfilment deadlines or dates to a reasonable extent, even without requiring separate notification.

The fulfilment deadline of the service is defined in the specification of services; these deadlines or dates then become binding upon signature by both parties.

If no specific date for the provision of services has been agreed upon, TELOGS shall notify the Customer of the date in written form at least 5 days before the provision of services. If the fulfilment of the work is not possible by the indicated date for reasons for which the Customer is responsible, the Customer shall be obligated to notify TELOGS accordingly at least 30 days before the announced date of provision of the work. If this notification is not made or not made in a timely manner, the resulting costs shall be charged.

8. If the provision of services is delayed due to circumstances for which the Customer is responsible, TELOGS shall be entitled to claim the resulting damage, as well as additional expenses. Any further legal claims shall remain unaffected.

9. In the event of a contractually agreed or legally prescribed acceptance of the service, the Customer shall be obligated to accept the service as soon as they have been notified of its completion and a possible

contractually stipulated test of the installed delivery object has taken place. If the fulfilment proves not to be in accordance with the contract, TELOGS shall be obligated to remove the defect at their own expense. This may not apply if the defect is insignificant to the interests of the Customer or if it is based on a circumstance that is to be attributed to the Customer. Acceptance cannot be refused due to insignificant defects. If the acceptance is delayed without the culpability of TELOGS, the acceptance shall be deemed to have taken place following the expiration of one week after the notification of the completion of the service. With the acceptance, the service shall be considered as provided in accordance with the contract, unless the Customer has reserved the right to assert a specific defect.

10. In the event of a *fair cancellation* and the acceptance of return of a product by TELOGS, or an exercising of a *right of termination* of the order in accordance with § 648 BGB or § 8 VOB/B (German Design Contract Procedures) by the Customer without TELOGS being culpable for this, a flat rate for other expenses and lost earnings in the amount of 10 percent of the net invoice amount shall be due at the expense of the Customer for the services that are no longer to be provided due to the cancellation or termination. This does not affect the right of the Customer to prove no or a considerably lower damage, as well as the right of TELOGS to prove a higher damage compensation in the individual case. The claim for remuneration for the services provided up to the termination or cancellation in accordance with the agreed contract prices by TELOGS towards the contract partner shall also remain unaffected.

4 Force majeure

In the event of *force majeure* (also referred to as *hardship*) and other unforeseeable, extraordinary circumstances for which TELOGS is not responsible, the following provisions apply:

1. If unforeseeable and non-culpable events or circumstances occur that are neither within the sphere of influence of TELOGS, nor can be prevented by TELOGS in any other way, such as natural disasters, labour disputes, shortage of raw materials and energy, riots, warlike or terrorist conflicts, blockage or obstruction of sea and trade routes (e.g., Suez Canal 2021), fire damage, floods, epidemics, pandemics (e.g., COVID pandemic 2020/2021), official measures, or all other cases of *force majeure*, TELOGS shall be entitled to postpone the service for the duration of the disturbance or to withdraw from the contract completely or partially due to the not yet fulfilled portion of the contract, provided that TELOGS has not assumed the procurement risk. TELOGS shall immediately inform the Customer regarding such an occurrence and – if possible – the duration of the events within the scope of what is reasonable.

2. *Force majeure* particularly means the occurrence of an event or circumstance that prevents a contracting party from fulfilment of one or more of their obligations under the contract, if and insofar as the party affected by the hindrance proves that:

- a.) the hindrance is beyond their reasonable control, and
- b.) it was not reasonably foreseeable at the time the contract was concluded, and
- c.) the effects of the hindrance could not have been reasonably avoided or overcome by the party concerned.

Accordingly, the events listed below affecting a party shall be presumed to meet the requirements of Paragraph 1, as well as Paragraph 2(a) and 2(b) of this provision insofar as the this has not been proven to the contrary.

- (I) War (declared or undeclared), hostilities, attacks, acts of foreign enemies, extensive military mobilisation
- (II) Civil war, riots, rebellion and revolution, military or other seizures of power, insurrection, acts of terrorism, sabotage, or piracy.
- (III) Currency and trade restrictions, embargos, sanctions.
- (IV) Lawful or unlawful official acts, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalisation.
- (V) Plague, epidemic, pandemic, such as the COVID pandemic 2020/2021, natural disaster or extreme

natural events, volcanic eruption, volcanic eruption with airspace closure; explosions, fire, destruction of equipment, prolonged failure of means of transport, telecommunications, information systems, or energy, hacker attacks, blocking of international trade routes and transport routes (e.g., Suez Canal crisis 2021). (VI) General labour unrest such as boycotts, strikes and lockouts, slowdowns, and the occupation of factories and buildings.

3. A contracting party who successfully asserts this clause shall be released from their obligation to fulfil their contractual obligations, as well as from any liability for damages or any other contractual remedy for breach of contract, from the time at which the hindrance renders fulfilment impossible provided that notification of this is given without delay. If the notification is not given without delay, the release shall take effect from the time at which the notification reaches the other party. If the effect of the asserted hindrance or event is temporary, the aforementioned consequences set forth shall only apply as long as the asserted hindrance prevents fulfilment of the contract by the party affected. If the duration of the asserted hindrance has the effect of significantly denying the contract parties that which they were entitled to expect under the contract, either party shall have the right to terminate the contract by providing notification to the other party within a reasonable time.

Insofar as not otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the hindrance exceeds 120 days.

5 Customer obligation to cooperate, provision of preparatory work, risk of loss

1. The Customer shall support the TELOGS personnel in the fulfilment of the agreed services to the best of their ability and at their own expense.

2. TELOGS personnel in particular and insofar as is necessary for the completion of the order, shall be provided with supporting personnel and auxiliary aids, as well as electricity and water including the necessary connections free of charge. The same applies to the provision of consumables and operating materials.

The Customer shall be obligated to take the necessary measures for the protection of persons and property and to support TELOGS in a risk assessment. They shall inform the TELOGS personnel regarding existing special safety regulations, insofar as they are relevant to the services to be provided in accordance with the existing contract. Furthermore, they shall take measures to ensure compliance with these safety regulations by the TELOGS personnel and inform TELOGS in the event of violations.

3. The Customer shall instruct their own personnel in accordance with the measures, dangers, and safety measures. The Customer shall sign the aforementioned risk assessment. To fulfil the services to be provided on site by the Customer, a contact person who is responsible, competent and authorised for all questions arising for the completion of the order shall be named and remain available to TELOGS personnel.

4. Insofar as not otherwise agreed with TELOGS in writing, the Customer shall be obligated to provide all necessary cooperation in a timely manner and free of charge for the provision of services in accordance with the contract and to particularly ensure the compliance with the obligations named below.

The Customer shall ensure an accident-proof and easy access to the on-site facility and also ensure that an authorised contact person who is entitled to sign the fulfilment records submitted by TELOGS is on site at the time of the completion of the work, at the latest.

5. If the building of a scaffold or a climbing aid is required for working heights of more than 3 m during the provision of services, approved and tested scaffolds and climbing aids shall be provided on site by the Customer/contract partner.

If the removal of disturbances is included in the service contract, the contract partner shall immediately inform TELOGS regarding any disturbances that arise.

6. TELOGS shall be immediately notified of changes of ownership and rights of use by the Customer in writing or in written form, insofar as the changes have an effect on the fulfilment of the contract, or the carrying out of the services, or TELOGS has another justified interest in a notification. Irrespective of the circumstances, these changes shall not be at the expense of TELOGS.

If the Customer does not fulfil their obligations to cooperate or only to a limited extent, and damages or additional expenses toward TELOGS arise from this as a result, e.g., travel expenses or working hours, the Customer shall be obligated to compensate these. The aforementioned shall also apply in the event of default of acceptance by the Customer.

7. The Customer shall be particularly obligated to provide the following technical assistance and preparatory work at their own expense:

- a) Provision of the necessary suitable supporting personnel (specialists in warehouse logistics and additional specialists, manual workers) in the number required for the service and for the required time; the supporting personnel shall follow the instructions of the service manager. TELOGS shall not assume any liability for these supporting personnel provided by the Customer.
- b) Carrying out all grounding, construction, foundational, and scaffolding work, including the procurement of the necessary building materials.
- c) Provision of the necessary equipment and heavy tools (e.g., cranes, compressors), as well as the required items and materials (e.g., scaffolding timber, wedges, underlays, cement, plaster, and sealing material).
- d) Provision of heating, lighting, compressed air, electricity and water, including the necessary connections.
- e) Provision of necessary dry and lockable rooms for the storage of the service personnel's tools in the immediate vicinity of the service point.
- f) Transport of the service materials to the service location, protecting the service materials from harmful influences of any kind, and cleaning the service materials.
- g) Provision of suitable theft-proof lounge rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities), and first aid for the service personnel.

h) Provision of the materials and fulfilment of all other activities necessary for the adjustment of the fulfilment object and for the implementation of trial testing as provided for in the contract.

8. The Customer's technical assistance shall ensure that the service may commence immediately upon the arrival of the service personnel and may be carried out without delay through to its completion and subsequent acceptance by the Customer.

To the extent that special plans or instructions are necessary on the part of TELOGS, TELOGS shall make these available in a timely manner to the Customer who, on their part, shall carry out the necessary measures resulting from this.

9. If the Customer does not fulfil their obligations, TELOGS shall be entitled, but not obligated, to carry out the actions incumbent upon the Customer in their place and at their expense. In all other respects, the legal rights and claims of TELOGS shall remain unaffected.

10. TELOGS personnel shall be granted access to the Customer's buildings, machinery, and systems during the agreed business hours/operating hours for the provision of services in accordance with the contract. The Customer shall immediately provide TELOGS' personnel with any requested information regarding the machinery, systems, buildings affected by the contractual fulfilment, as well as provide the related documents and data.

11. The Customer shall bear the risk of loss for the material to be installed while carrying out the work. If objects, equipment etc. on which work has been carried out are destroyed or damaged due to reasons for which TELOGS is not culpable, TELOGS shall retain the claim to the agreed remuneration. Furthermore, the Customer shall bear the risk of loss for the tools, equipment, and materials they have provided.

12. TELOGS shall be entitled to transfer their rights and obligations from this contract to third parties, particularly legal successors or group companies. The Customer hereby grants their consent to this.

6 Warranty and liability for defects

1. Claims for defects by the Customer are subject to the condition that the Customer has duly fulfilled their obligations to inspect and give notification of defects in accordance with § 377 HGB. Notification of obvious defects shall be provided within one calendar week from the transfer of the goods. Notification of defects that subsequently become apparent shall be provided in written form within one calendar week of their discovery. If the Customer neglects the proper inspection and/or notification of defects, TELOGS' liability for the defect for which notification was not provided in a timely or proper manner shall be excluded in accordance with the statutory provisions.

2. If the service demonstrates a defect, TELOGS shall reserve the right to choose the manner of subsequent fulfilment. The right of TELOGS to refuse the subsequent fulfilment under the statutory requirements shall remain unaffected.

a) The quality of the service exclusively results from TELOGS' order confirmation and the product description. No liability is assumed for public statements of the manufacturer or other third parties. Other documents (e.g., brochures, catalogues, cover letters, price lists, technical data or similar) shall not lead to a quality agreement, insofar as this is not expressly agreed upon in written form.

b) Wear and tear does not constitute a defect. Parts subject to wear (e.g., ball bearings, carbon brushes, brakes, wire ropes, rollers, chains, chain wheels, etc.) are not covered by the warranty.

c) Claims for defects shall not exist in the event of purely insignificant deviation from the agreed quality, in the event of only insignificant impairment of usability, in the event of natural wear and tear, as well as in the event of damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating resources, or due to special external influences that are not assumed under the contract. If improper repair work or changes are carried out by the Customer or third parties, there shall also be no claims for defects for these and the resulting consequences.

d) Customer claims due to the expenses necessary for the purpose of the subsequent fulfilment – particularly transport, travel, labour, and material costs – are excluded to the extent that the expenses increased as a result of the goods delivered by TELOGS being subsequently brought to a location other than the Customer's branch office, unless the purpose for which the goods are intended required the same location. A return of the goods shall be coordinated with TELOGS in advance.

The Customer's right of recourse against TELOGS only exists insofar as the Customer has not made any agreements with their own customer that go beyond the statutorily mandatory claims for defects. For the extent of the Customer's right of recourse against the supplier, the provisions within 6.2. above shall apply accordingly.

e) The Customer shall not be authorised to utilize TELOGS' personnel for work that is not an object of the contract without the explicit written consent of TELOGS. TELOGS shall not be liable for work that is carried out at the Customer's direction without special instructions by TELOGS.

3. If a provided service is defective, TELOGS shall have the option to rectify the defect or to provide the service again within a reasonable period of time. If TELOGS is not able to remove a defect despite several attempts, the Customer shall be entitled to withdraw from the contract or to demand a reduction of the price, insofar as it concerns a significant defect.

4. TELOGS shall only bear or reimburse the expenses necessary for the purpose of inspection and subsequent fulfilment, particularly transport, travel, labour, and material costs, as well as disassembly and installation costs, if applicable, in accordance with the statutory regulations when a defect actually exists. Otherwise, TELOGS may demand compensation from the Customer for the costs arising from the unjustified request for removal of the defect (particularly inspection and travel costs).

5. The liability for material defects (warranty) shall not apply if the Customer changes the object of the contract or has it changed by a third party without the consent of TELOGS and the removal of the defect becomes impossible or unreasonably difficult as a result. Such changes also include the improper storage, transport, installation, and use, or programming, by the Customer. In each case, the Customer shall bear the additional costs of removing the defect resulting from the changes.

6. During the term of a service contract for the maintenance of a system, the Customer shall exclusively have all work on the system carried out by TELOGS or their representatives in order to ensure the operational safety of the system. In the event of interventions in the maintenance object by third parties, any warranty claims may only be asserted if the Customer can clearly disprove that a defect was not caused by the intervention of a third party.

7. Warranties in the legal sense are not provided by TELOGS.

8. In the event of production in accordance with the Customer's drawings, TELOGS shall not be liable for damages due to design defects.

7 Liability, compensation, and exclusion of liability

1. TELOGS shall be liable for damages in accordance with the statutory provisions – without limitation – if a breach of obligation attributable to TELOGS is based on intent or gross negligence.
2. Insofar as a breach of obligation attributable to TELOGS is based on simple negligence and no essential contractual obligation is culpably violated, the liability for damages shall be excluded.
3. In the events of slightly negligent violation of contractual obligations essential to the fulfilment of the purpose of the contract, the liability of TELOGS shall be limited to 2,500,000.- € (two and a half million Euro) per instance of damage and with a cumulative annual maximum of 5,000,000.- € (five million Euro), as well as additionally for the damages typical for comparable transactions of this nature, which were foreseeable at the time of the conclusion of the contract or at the time of committing the violation of the obligation, at the latest.
Essential contractual obligations are the respective main contractual fulfilment obligations, as well as other contractual (accessory) obligations which, in the event of a culpable breach of obligation, may result in the achievement of the purpose of the contract being jeopardised.
4. Claims for damages under the Product Liability Act, for lack of a quality guarantee, and for injury to life, limb, or health, or on the basis of other mandatory statutory provisions shall remain unaffected.
5. A change of the burden of proof to the detriment of TELOGS is not connected with the above provision.
6. Insofar as the liability for damages toward TELOGS is excluded or limited, this shall also apply with regard to the personal liability for damages of the employed workers, employees, representatives, and vicarious agents.
7. TELOGS provides no guarantees. Product descriptions, which are an object of the individual contract, or which have been made public by TELOGS (particularly in catalogues or on the TELOGS internet homepage), are exclusively to describe products of average kind and quality and do not represent any agreement on quality. TELOGS assumes no liability for third parties (e.g., promotional statements). TELOGS provides no guarantees in the legal sense (particularly guarantees of quality and durability in accordance with § 443 BGB and similar).

8 Temporary shutdown or decommissioning of systems

1. TELOGS shall not be liable for defects or damage that are due to faulty recommissioning by third parties, defective wearing parts, or fatigue defects.
2. If there is a service contract with TELOGS for the maintenance of a system, the contract partner is obligated to immediately inform TELOGS in writing regarding a temporary shutdown of the system or its decommissioning. Following written notification, the service contract shall be suspended or terminated through the end of the regularly occurring billing period.
If TELOGS is not immediately informed in writing and carries out maintenance efforts, these shall remain additionally chargeable.

9 Limitation

1. If the contract partner is a business person (trader), the warranty period shall be 12 months, in deviation from § 438 Paragraph 1, No. 3 BGB for claims arising from material defects and defects of title, and from § 634a Paragraph 1, No. 1 BGB for a work whose success lies in the production, maintenance, or modification of an object, or in the provision of planning or monitoring services for this with the exception of services and parts that are subject to wear. It shall commence with the dispatch of the deliveries ex works or, insofar as TELOGS has also taken over the installation, with its completion. If dispatch or installation is delayed for reasons for which TELOGS is not culpable, the warranty period shall end 18

months after notification of readiness for dispatch, at the latest. For replaced or repaired parts, the warranty period begins anew and lasts 6 months from the replacement or completion of the repair, but at most until the expiration of a period that is twice the warranty period according to the aforementioned. The warranty shall expire prematurely if the Customer or third parties carry out changes or repairs or if the Customer, in the event a defect has occurred, does not immediately take all appropriate measures to mitigate the damage and give TELOGS the opportunity to remedy the defect.

The statutory provisions of § 438 Paragraph 1, No. 2, § 479 Paragraph 1, 634 a) Paragraph 1, No. 2 BGB remain unaffected.

2. The period shall commence at the end of the day on which the respective service is rendered; in the event of the delivery of goods, from the date of delivery; in the event of work, from the date of acceptance; or in any case, at the time at which the Customer is in default of acceptance of the respective service.

3. The claims of TELOGS for payment against the Customer shall become time-barred in 5 years and is in deviation from § 195 BGB . Regarding the beginning of the limitation period, § 199 BGB applies.

4. For systems and products, for which the maintenance has an influence on the safety and functionality, there is the possibility to extend the limitation period, provided that the contractual partner decides to transfer the maintenance to TELOGS within 3 months from the commissioning of the system by concluding a service contract. In this case, the limitation periods agreed upon in the concluded service contract apply. Whether the maintenance has an influence on the safety and functionality depends on the respective product data sheets of the TELOGS products.

10 No power to represent by technicians and fitters on site

1. TELOGS' fitters/technicians or other persons commissioned by TELOGS for the service fulfilment, are not authorised to accept notifications of defects or to make binding declarations regarding complaints with effect for and against TELOGS.

2. They are also not authorised to accept verbal orders or to make changes or additions to the contract. The fitters/technicians are only authorised to receive monies on behalf of TELOGS conditionally upon the presentation of a written power of attorney for collection.

11 Trainings

1. Insofar as agreed or necessary, TELOGS shall also provide training or instruction services. Such measures shall generally take place at TELGOS' registered office, unless a deviating provision is agreed upon.

2. The training fee shall be invoiced after the training measure has been carried out and shall be due 14 days after receipt of the invoice.

3. Training documents are subject to the copyright of TELOGS and may not be published, duplicated and distributed, or made accessible in any other way without their consent. The cancellation of a training measure must be received by TELOGS in writing at least 7 days before the training measure is to take place.

4. The full training fee shall be paid in the event that the cancellation letter is received later than specified above. TELOGS reserves the right to change the content of the training, to cancel it, or to postpone it without any claim arising for the Customer.

5. TELOGS is obligated to provide the Customer or the participants of the training measures with corresponding certificates of participation.

12 Special provisions: Remote maintenance, hotline, on-call service, IT security

If an on-call, hotline, or remote maintenance contract has been concluded, or if this service is agreed upon an ad hoc basis, the following shall generally be deemed agreed:

1. TELOGS shall maintain a hotline and on-call service for the removal of disturbances, as well as the possibility of remote maintenance.
2. TELOGS shall generally decide their self if and when the use of remote maintenance is reasonable.
3. The Customer shall have no right to remote maintenance.
4. In accordance with the current state of the art, data communication via the internet or via WLAN/mobile radio cannot be guaranteed to be completely secure, error-free, and/or available at all times. A VPN connection is used for remote maintenance.
5. TELOGS therefore generally shall neither guarantee the availability of their service at any time or nor they shall be liable for a Customer's disappointed trust in their faultless function.
6. The Customer shall be responsible for providing a functioning operating system environment, an up-to-date internet browser, and functioning remote maintenance software for remote maintenance.
7. The Customer shall also, insofar as it is technically possible, use up-to-date *virus, trojan, and malware protection* with an integrated real-time scanner or a comparable system and continually keep the operating system and the browser they utilise up to date.
8. The Customer shall be solely responsible for their own data backup.
9. Personal access data (identification and password) shall comply with current recommendations by the Federal Office for Information Security, shall not be transferred to third parties, and shall be kept protected from access by third parties and kept secret. Insofar as there is reason to assume that unauthorised persons have gained knowledge of the access data, the Customer shall change them immediately. TELOGS shall be immediately informed in such a case.
10. TELOGS shall not be liable for damages (e.g., loss of data or unauthorised data transmission) that have occurred due to an unauthorised use of the remote maintenance at the Customer's site (e.g., due to loss of password etc.).
11. Except in unavoidable cases, it shall be ensured that no access to personal data is possible during normal maintenance and diagnostic work.
12. Passwords – if essential – shall be transmitted by email in encrypted form.

13 Delivery and transfer of risk

1. The goods shall be dispatched in Customer's name and on their account ex warehouse. The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon loading of the goods. If the dispatch is delayed as a result of the Customer's culpability, the risk shall pass to the Customer on the day on which TELOGS has notified the Customer that the goods are ready for dispatch.
2. If, conversely, a sale by delivery to a place other than the place of fulfilment has been expressly agreed, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall pass upon handover of the goods to the forwarding agent, the carrier, or any other person or institution designated to carry out the dispatch.
3. Only insofar as an acceptance has been expressly agreed, this shall be decisive for the transfer of risk. The Customer must inspect the delivery immediately after receipt and report any defects in writing. Acceptance of the goods may not be refused due to insignificant defects. The handover or acceptance

shall remain the same if the Customer is in default of acceptance.

4. Transport damage must be noted on the delivery note. Otherwise, **Section 6 Warranty and liability for defects** shall apply to defects. Delivered objects shall be accepted by the Customer without affecting their rights, even if they have insignificant defects.

5. TELOGS shall remedy the defects notified, at TELOGS' option, by repair or replacement as quickly as possible. Replaced parts shall be returned to TELOGS.

6. Partial deliveries are permissible insofar as the partial delivery is not without interest for the Customer. Permissible partial deliveries shall be deemed to be a concluded transaction.

7. If the delivery or collection of the goods is delayed at the request of the Customer, the goods shall be stored at the expense of the Customer at the TELGOS location in 35435 Wettenberg, Germany. In this case, the risk of accidental loss of the goods is transferred to the Customer with the storage of the goods.

14 Retention of title to goods and replacement parts

1. The goods delivered by TELOGS (goods, replacement parts, new parts, lubricants, accessories, tools, and equipment) shall remain the property of TELOGS until full payment is completed; deliveries shall be made under reservation of title in accordance with § 455 BGB with the following supplements:

2. TELOGS shall reserve the right of ownership of the purchase object until the receipt of all payments from the business relationship. If the Customer acts contrary to the contract, particularly in the event of default in payment, TELOGS shall be entitled to take back the purchase object. The acceptance of return of the purchase object by TELOGS shall not constitute a withdrawal from the contract, unless TELOGS declares this explicitly and in writing. The seizure of the goods by TELOGS shall always constitute a withdrawal from the contract. After acceptance of return the purchase object, TELOGS shall be entitled to utilise it; the proceeds thereof shall be credited against the liabilities of the Customer – minus reasonable utilisation costs.

3. The Customer shall be obligated to treat the purchase object with care. In particular, they shall be obligated to sufficiently insure it at replacement value and at their own expense against fire, water damage, theft, and destruction and maintain this insurance. If maintenance and inspection works are necessary, the Customer shall carry these out in a timely manner at their own expense. As long as TELOGS' claim exists, TELOGS shall be entitled to demand information from the Customer at any time regarding which goods delivered under retention of title are still in their possession and where they are located. Furthermore, TELOGS shall be entitled to inspect these goods at any time at the place where they are located. In the event of insolvency proceedings, the Customer shall be obligated to make the goods recognisable as the property of TELOGS for any third party using signage or other methods.

4. In the event of seizures and other interventions by third parties, the Customer shall immediately inform TELOGS in writing in order for TELOGS to be able file a suit in accordance with § 771 ZPO. If the third party is not able to reimburse TELOGS for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the Customer shall be liable for the loss incurred.

5. In the event of default in payment or application for insolvency proceedings, the goods subject to retention of title shall be returned to TELOGS free of freight and expenses upon assertion by TELOGS and without the necessity of setting a grace period or withdrawal from the contract by TELOGS. A corresponding right of possession shall expire. The same shall apply if the Customer culpably endangers the fulfilment – e.g., due to lack of creditworthiness, lack of insurance, or improper storage of the goods – and TELOGS therefore withdraws from the contract.

6. The Customer shall be entitled to resell the object in the ordinary course of business. However, they shall assign to TELOGS all claims in the amount of the final invoice amount (including VAT) that accrue to them from the resale to their own customers or third parties, irrespective of whether the object of sale has been resold without or after processing. The Customer shall remain authorised to enforce this claim even

after the assignment. This shall not affect the authority of TELOGS to collect the claim their self. However, TELOGS shall commit their self not to collect the claims as long as the Customer fulfils their payment obligations from the collected proceeds, is not in default in payment, and particularly, no application for the opening of insolvency proceedings has been filed or there is no cessation of payments. If this is the case, TELOGS may demand that the Customer informs TELOGS regarding the assigned claims and their debtors, provides all information necessary for the collection, hands over the corresponding documents, and informs their debtors of the assignment in writing.

7. The processing or transformation of the purchase object by the Customer shall always be carried out on behalf of TELOGS. If the goods are processed with other objects not belonging to TELOGS, TELOGS shall acquire co-ownership of the new object in the ratio of the value of the purchase object to the other processed objects at the time of processing. The same shall apply to the object created by processing as to the object of sale delivered under reservation.

8. If the purchase object is inseparably mixed with other objects not belonging to TELOGS, TELOGS shall acquire the co-ownership of the new object in the ratio of the value of the purchase object to the other mixed objects at the time of mixing. If the mixing takes place in such a manner that the object of the Customer becomes the primary object, it shall be considered as agreed that the Customer shall assign TELOGS proportionate co-ownership. The Customer shall safeguard the sole ownership or co-ownership for TELOGS. The Customer shall also assign to TELOGS as security the claims that arise against a third party through the connection of the purchase object with a property.

9. TELOGS shall be obligated to release the securities to which TELOGS is entitled to upon request of the Customer insofar as the value of the security exceeds the claims to be secured by more than 15 %. The choice of the securities to be released shall be made by TELOGS.

15 Intellectual property rights/software

Should the delivery or installation of software occur, the following apply in principle:

1. Insofar as not otherwise expressly agreed in writing, all property rights to the delivered objects, including possibly delivered software or electronic controls, as well as the design and design plans, planning documents, and instructions, shall remain with TELOGS. The Customer shall have no right to grant licenses or sublicenses.

2. In the event of the delivery of software or electronic controls, the Customer shall only be entitled to use the software or controls for the equipment for which they are intended.

3. TELOGS shall only be liable for the object's absence of property rights of third parties that conflict with the agreed use or TELOGS' known use by the Customer.

4. If a third party asserts rights against the Customer due to infringement of their property rights resulting from the delivery objects, the Customer shall immediately inform TELOGS regarding this. TELOGS shall be entitled to refute the claims of third parties in the name of and on behalf of the Customer at their expense and upon their request.

5. In principle, software is licensed and not sold under the individually agreed software licences, end user licence agreements (EULA), or the licences issued with it. It is generally provided in object code on data carriers without source code. The licence exclusively entitles the user to use it in connection with the delivery. It may only be transferred with the delivery. The Customer shall not be entitled to modify, evaluate, or reverse engineer the software.

6. The applicable delivery and licence conditions of the respective manufacturer (e.g., Microsoft Windows Server) shall exclusively apply to standard software to be delivered.

7. Claims for damages and reimbursement of expenses shall be determined in accordance with **Section 7 Liability, compensation, and exclusion of liability.**

16 Secrecy and confidentiality

1. In principle, the following shall apply to PR and press:

Press releases and publications of any kind (radio, TV, photo shoots, film, trade press) concerning the delivery shall be excluded as a matter of principle. Exceptions, e.g., for targeted PR work, require prior express written agreement between the parties.

2. For trade secrets and protection of know-how the parties agree:

a) The Customer and TELOGS are mutually obligated to maintain the confidentiality of the content related to the business relationship and the content related to the respective order, as well as all information and documents exchanged for these purposes (particularly all illustrations, plans, calculations, execution instructions, and production descriptions). Such documents shall be used by both parties for the sole purpose of the contractual fulfilment/delivery and, upon termination of the contractual relationship, these shall be returned by the receiving party upon the request of the other party within a reasonable period of time at the expense of the requesting party or shall be destroyed, insofar as this is not in conflict with statutory storage regulations. In the case of documents which cannot be handed over and which contain confidential information, such as hard disks, memory sticks, SSDs or similar, the corresponding documents shall be deleted or otherwise destroyed by the receiving party. Upon request of the other party, the receiving party shall immediately confirm in writing that all documents and records have been surrendered, or deleted, or destroyed in accordance with the above obligation.

b) The Customer and TELOGS shall also mutually commit themselves to strict secrecy of the mutual know-how. This is primarily carried out through encrypting the data to be categorised on their respective data carriers and through a sustainable key and access management in accordance with the requirements of the GeschGehG (German Trade Secrets Protection Act), which shall also be documented. This obligation shall be valid until the expiration of 5 years after the termination of the contractual relationship with the Customer. Neither the Customer nor TELOGS shall be entitled to use or otherwise exploit the know-how of the other that has been disclosed within the framework of the contractual relationship during and after the termination of the contractual relationship.

c) The obligation of secrecy does not apply insofar as the information and documents disclosed

- are already obvious (generally known, belong to the state of the art), or
- were already known to the contracting partner at the time of notification, or
- were subsequently disclosed by a third party without an obligation of confidentiality, or
- are disclosed on the basis of an official or court order.

d) The agreement to maintain secrecy toward the press shall remain unaffected by a possible waiver of the obligation to maintain secrecy.

e) The Customer shall bear the burden of proof for the existence of an exception to the obligation of secrecy and shall immediately inform TELOGS in the event of a disclosure obligation.

If confidential information is handed over to the Customer, it shall remain the property of TELOGS. The transfer to third parties is prohibited, as well as the delivery of objects in accordance with drawings, models, etc. A surrender to third parties shall only take place after prior consent by TELOGS or due to an official obligation. TELOGS shall be immediately informed in this case.

f) The obligation of secrecy shall also apply if a contract for the cooperation does not come into effect. The Customer shall return all documents that they had received due to the cooperation without being requested to do so, fully, and without delay to TELOGS.

3. If illustrations, plans, drawings and other documents are handed over by TELOGS to the Customer, they shall remain property of TELOGS. In this respect, all copyrights shall continue to exist in perpetuity. The transfer, duplication, or publication of these documents requires the express written consent of TELOGS.

4. Digital documents, possibly created files, and all copies shall be deleted, and these measures shall be proven to TELOGS upon request.

17 Data protection

1. If there is no other consent by the Customer for data processing, TELOGS shall not store the Customer's personal data for the conclusion of the contract longer than is necessary for the fulfilment of the contractual or legal obligations and for the defence against liability claims. The legal basis for such data processing is Art. 6 Paragraph 1, Sentence 1, Letter b GDPR. If the purpose of the storage no longer applies, or if a legally prescribed storage period expires, the personal data shall be deleted.

2. TELOGS shall provide the Customer with information regarding their stored data free of charge and at any time in accordance with Art. 15 GDPR. In addition, the Customer has the right to correction, blocking, restriction of processing, data transferability, or deletion of the data. The Customer may contact TELOGS at any time in the event of questions in this regard. Reference is also made to TELOGS' privacy policy in this regard.

The Customer may receive the privacy policy for the processing of personal data on TELOGS' homepage. If the Customer does not have access to the internet, TELOGS shall send the privacy policy by post upon request.

18 Other and final provisions

1. The contracts between the Customer and TELOGS shall be exclusively governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

2. The place of jurisdiction, place of fulfilment, and place of payment shall be Wetttemberg, Germany. At TELOGS' option, the Customer may also be sued within the jurisdiction of their registered place of business.

3. TELOGS shall reserve the right to update and adapt these terms and conditions at their reasonable discretion and within a reasonable time frame. In this case, TELOGS shall inform the contract partner in writing or in electronic form regarding the respective changes of the GTC. If the Customer does not object to the changed GTC within a period of 30 calendar days after receipt of the notification regarding the changes to the GTC, the silence of the Customer shall be deemed as consent with the legal consequence that all changes become effective. The current version shall apply to the business relationship with the Customer insofar as the Customer has not objected in writing.

4. The Customer shall assure the correctness of the information, their name, their address, and their VAT identification number, which they shall immediately communicate without request, if not already done so. They shall commit their self to informing TELOGS, as well as the domestic tax authority responsible for them, of every change of their name, their address, or their VAT ID number. If a delivery is treated as taxable due to deficiencies in the information of the name, the address, or the VAT identification number, the tax shall be paid by the Customer. If a double taxation occurs – acquisition tax in the buyer's country, VAT in Germany – the Customer shall be paid back the excess VAT paid to TELOGS (as it was not owed due to the acquisition tax liability).

5. Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable subsequent to the conclusion of the contract, the validity of the remainder of the contract shall remain unaffected.

[35435 Wetttemberg, Gerichtsbezirk Gießen, Version: November 2021]