

General terms of delivery **Status November 2024**

A. General provisions

1. Scope of application

- (1) Unless expressly agreed otherwise in writing, these General Terms and Conditions of Delivery apply to all contracts in connection with the purchase and delivery of hardware, the provision and maintenance of software, as well as the service and maintenance of the entire system between Olmatic GmbH (hereinafter collectively referred to as "**Olmatic**", "**we**" or "**us**") and its customers ("**customer**" or "**you**"). They shall also apply to future business relationships, even if they are not expressly agreed again. The version of these General Terms and Conditions of Delivery valid at the time of conclusion of the contract shall apply.
- (2) Our service offers are aimed exclusively at entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). An entrepreneur is a natural or legal person or a partnership with legal capacity who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession (Section 14 BGB).
- (3) These General Terms and Conditions of Delivery apply exclusively. Deviating, conflicting or supplementary general terms and conditions of delivery of the customer shall only become part of the contract if and to the extent that Olmatic has expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if Olmatic carries out the delivery to the customer without reservation in the knowledge of the customer's general terms and conditions. In the event of conflicting or contradictory GTC, the customer shall be requested to confirm in writing that only our GTC shall apply.
- (4) Individual agreements made with the client in individual cases (including any framework agreements, ancillary agreements, supplements and amendments) as well as the information contained in the individual order shall in any case take precedence over these General Terms and Conditions of Delivery. They must be made in writing.

2. Shape

Legally relevant declarations and notifications by the client in relation to the contract (e.g. setting a deadline, notification of defects, cancellation or reduction) must be made in writing, i.e. in written or text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.

3. Conclusion of contract , Cooperation

- (1) Olmatic's offers are subject to change and non-binding. The customer's order or commission shall be deemed to be a binding order.
- (2) Unless otherwise agreed, a contract is concluded with the order confirmation sent by e-mail or in writing by Olmatic or, in individual cases, with the conclusion of a written contract. In the case of





orders placed by telephone, either a non-binding offer in accordance with para. 3 para. (1) or an order confirmation will be sent to the client immediately. Olmatic is entitled to accept the customer's offer or order within 7 working days.

- (3) Cost estimates are non-binding for Olmatic unless they have been confirmed in writing. Cost estimates shall be invoiced to the client if they do not result in an order being placed.
- (4) When placing the order, the customer must provide all specific information for the provision of the service (in particular, the article name, quantity, individual value, project objective and duration, contact person and communication, schedule and milestones, budget and resources, technical framework conditions, as well as regulations and requirements for the subject matter of the service). Olmatic must be notified immediately in writing of any changes.
- (5) If the order requires extensive individual preliminary planning of the customised production, in particular the creation of a prototype, this shall constitute work services in accordance with Sections 631 et seq. BGB (German Civil Code), for which the client must pay in accordance with this contract. Upon request, Olmatic shall provide the client with information on the progress and content of the service to be provided.
- (6) The information contained in the order confirmation together with any enclosures shall be conclusively authoritative for the determination of performance.
- (7) The statutory provisions in force at the time of order confirmation shall apply to the performance of the contract. Delivery of the goods in accordance with the commercial terms of the INCOTERMS in the currently valid version requires written agreement. In the event of an agreement, the provisions contained therein shall take precedence insofar as they conflict with these General Terms and Conditions of Delivery.

B. Sale and delivery of hardware

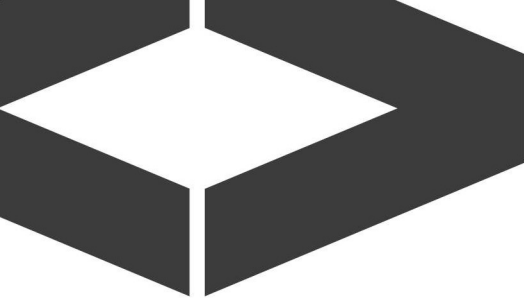
1. Scope of services

Unless expressly agreed otherwise, the sale and delivery of hardware does not include scaffolding and earthworks, underground cables, lightning protection and overvoltage protection or ballasting for flat roof systems.

2. Obligations of the client to co-operate

- (1) The customer undertakes to support Olmatic's activities required for the purpose of planning the customised production, production of the customised production or provision of the service. In particular, the customer shall create, free of charge, all conditions within its sphere of operation that are necessary for the planning or provision of the service. In addition to the provisions in the service descriptions, these prerequisites include, among other things, that the customer
 - a. designates a contact person who is available to Olmatic's employees during the agreed working hours and who is authorised to make statements on behalf of the customer which are necessary as an interim decision in the context of the execution of the order;





- b. provides information on fire protection and the fire protection concept, and checks the structural analysis;
 - c. Enables an on-site appointment.
- (2) Upon request, the customer must provide Olmatic with all information necessary for the fulfilment of the order, as well as the necessary documents and specifications, in particular technical data or drawings. All specifications must be made available to Olmatic in such a way that they can be implemented by Olmatic without interpretation.
- (3) Upon request, the client shall confirm in writing the accuracy and completeness of the documents submitted by him as well as his information and verbal statements.
- (4) Should technically necessary changes arise as a result of the information provided or the on-site visit, the offer shall lapse and be replaced by a new, adapted offer. If these changes are not approved, even during the project, the originally agreed scope of services will be retained, even if this is not technically expedient.

3. Delivery and transfer of risk

- (1) Unless otherwise stated in the order confirmation (such as a reference to trade terms in accordance with the INCOTERMS) or a cross-border delivery in accordance with Clause 7. 4 has been agreed, delivery shall be ex works.
- (2) In the case of sale by dispatch, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, carrier or other person or organisation designated to carry out the shipment.
- (3) Delivery in parts is permitted.
- (4) If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance.
- (5) If the client is in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- (6) If the customer is in default of acceptance, fails to cooperate or if the delivery is delayed for other reasons for which the customer is responsible, Olmatic is entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, Olmatic shall charge a flat-rate compensation of 0.5% of the order value in EUR per calendar week, starting with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch. Compensation is limited to a maximum of 5% of the order value. Proof of higher damages and statutory claims (in particular reimbursement of additional expenses, reasonable compensation, cancellation) by Olmatic shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer shall be entitled to prove that Olmatic has incurred no damage at all or only significantly less damage than the above lump sum. However, Olmatic shall be entitled to dispose of the delivery item elsewhere after setting a reasonable deadline and fruitless expiry of this deadline and to supply the customer with a replacement within





a reasonably extended deadline. The customer is obliged to insure the goods provided by us against theft, breakage, fire, water and transport damage as well as other insurable damage at its own expense.

- (7) Unless otherwise agreed, in particular in accordance with clause 3 (4), the type of packaging shall be determined by Olmatic. Disposable packaging shall not be taken back by Olmatic, but shall become the property of the customer.
- (8) The customer is obliged to return the packaging material provided by Olmatic upon delivery (in particular pallet cages, other returnable containers) carriage paid and emptied to Olmatic. In the event of loss of or damage to the packaging material provided, the customer shall be obliged to compensate Olmatic.

4. Cross-border delivery

- (1) In the case of cross-border deliveries, the client must submit all declarations and actions necessary for export from Germany and import into the country of destination to the competent authorities in good time, in particular to procure the documents required for customs clearance and to fulfil the requirements for any export controls or other restrictions on marketability.
- (2) Deliveries are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations, embargoes or other sanctions.
- (3) The bans on the provision of listed persons, organisations or entities required by the anti-terrorism ordinances and the country embargoes must also be ensured for deliveries within Germany.
- (4) Delays due to export controls shall extend delivery times accordingly; any delivery dates shall be postponed accordingly.

5. Delivery times

- (1) All deadlines stated for the delivery or completion of the goods are non-binding unless they are expressly designated as binding.
- (2) Confirmed orders and delivery dates shall apply in all cases subject to correct and timely delivery by our own suppliers and fulfilment of all agreed obligations to cooperate on the part of the Client, inter alia in accordance with Clause 4. 1. In the event of changes to the delivery item initiated by the customer and accepted by Olmatic, any agreed delivery date shall lapse. Any delivery dates and delivery periods shall then be agreed anew.
- (3) A delivery or completion deadline shall be deemed to have been met if the consignment is ready for dispatch within this deadline and the client has been notified of this or the product is ready for acceptance.
- (4) Delivery or completion deadlines shall be extended by the duration of the operational disruption in the event of circumstances for which Olmatic is not responsible and which have a significant influence on the production or delivery of the item, in particular also in the event of war/warlike





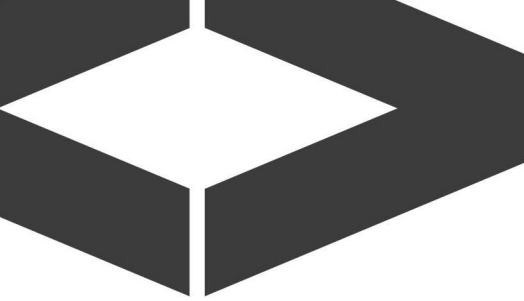
actions, seizure, embargo, natural disasters, labour disputes, epidemics, pandemics and other circumstances affecting Olmatic or subcontractors (operational disruption through no fault of Olmatic). If a deadline is extended due to such circumstances, the customer shall not be entitled to any liability claims against Olmatic. Olmatic shall also not be liable for a disruption of operations through no fault of its own for the duration of the delay.

(5) In the event of a delay in performance due to Section 8 (4), the client is not entitled to compensation.

6. Retention of title

- (1) Hardware loaned to the client during the requirements phase shall remain the property of Olmatic, unless otherwise agreed between the parties.
- (2) The delivery items shall remain the property of Olmatic until full and unconditional payment has been made by the customer. In addition, the retention of title to the delivery items shall continue to exist until all claims arising from the business relationship with the customer have been settled. Until this point in time, the customer shall only exercise possession of the delivery items.
- (3) If the customer acts in breach of contract, in particular in the event of non-payment of the purchase price due, Olmatic shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for the return of the goods does not at the same time include a declaration of cancellation; Olmatic is rather entitled to demand only the return of the goods and to reserve the right to cancel the contract. If the customer does not pay the purchase price due, Olmatic may only assert these rights if the customer has previously been unsuccessfully set a reasonable deadline for payment or if such a deadline is dispensable according to the statutory provisions.
- (4) Until revocation in accordance with (c.) below, the client is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:
 - a. The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby Olmatic shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, Olmatic shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
 - b. The customer hereby assigns to Olmatic as security any claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. Olmatic hereby accepts the assignment.
 - c. In addition to Olmatic, the customer remains authorised to collect the claim. Olmatic undertakes not to collect the claim as long as the customer fulfils its payment obligations to Olmatic and there is no deficiency in its ability to pay. If this is the case, however, Olmatic may demand that the customer informs Olmatic of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third





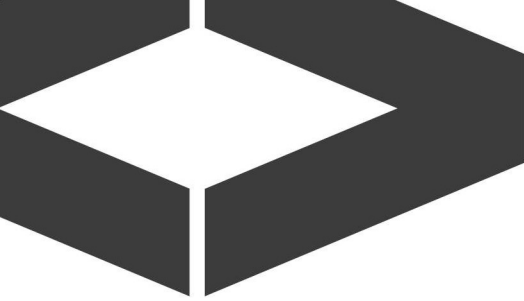
parties) of the assignment. In this case, Olmatic shall also be entitled to revoke the customer's authorisation to resell and process the goods subject to retention of title.

- d. Olmatic shall release ownership of the delivery item at the customer's request to the extent that Olmatic's security interest ceases to exist. The security interest shall lapse if the realisable value of the delivery item exceeds the cover limit of 110% of the secured claim not only temporarily. It shall be assumed that the cover limit is reached if the expert appraisal value of the delivery item corresponds to 150% of the secured claim at the time of the request for release. Proof of a different realisable value of the delivery item remains possible.

7. Claims for defects by the client

- (1) The customer's rights in respect of defects require that the customer has inspected the delivered goods upon delivery in accordance with § 377 HGB (German Commercial Code) and has notified Olmatic immediately of any obvious defects. Hidden defects must be reported to Olmatic in writing immediately after their discovery. The burden of proof that a hidden defect exists shall be borne by the customer.
- (2) The customer shall provide Olmatic with the opportunity to convince itself of the defect and shall make the goods or samples available for this purpose upon request.
- (3) Complaints about partial deliveries shall not entitle the client to reject the remaining delivery.
- (4) Olmatic shall not be responsible for a defect if the defect is due to the task given by the customer or the faulty/insufficient co-operation of the customer in accordance with Clause 4. 1 Any warranty obligation on the part of Olmatic shall also lapse if the customer or third parties modify the work or parts thereof without Olmatic's consent.
- (5) Olmatic may demand compensation if Olmatic has taken action due to an error reported by the customer for which the customer is responsible.
- (6) In the event of defects in the products, Olmatic is entitled, at its own discretion, to subsequent fulfilment by remedying the defect (subsequent refinement) or by manufacturing or delivering a defect-free product (new delivery). In the event of supplementary performance, Olmatic is obliged to bear all expenses necessary for the purpose of supplementary performance, in particular transport, travel, labour and material costs. Personnel and material costs claimed by the customer in this context shall be charged on a cost price basis. Replaced products shall become the property of Olmatic (again) and must be returned to Olmatic.
- (7) If Olmatic is not willing or able to provide subsequent fulfilment, the customer may, at its discretion, withdraw from the contract or reduce the delivery price, without prejudice to any claims for damages or reimbursement of expenses. The same shall apply if subsequent fulfilment fails, is unreasonable for the customer or is delayed beyond a reasonable period for reasons for which Olmatic is responsible.





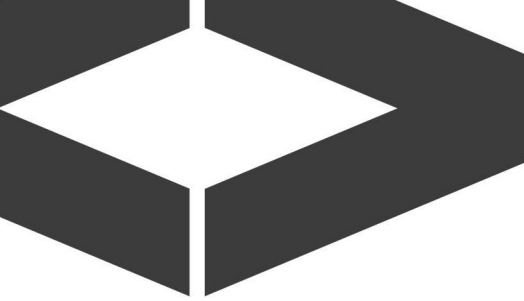
- (8) The customer's right of cancellation is excluded if it is unable to return the goods or services received and this is not due to the fact that the return of the goods or services is impossible due to the nature of the goods or services received, Olmatic is responsible for the defect or the defect only became apparent during the processing or transformation of the products. The right of cancellation is also excluded if Olmatic is not responsible for the defect and if the customer has to pay compensation instead of returning the goods.
- (9) No claims for defects shall arise for defects due to natural wear and tear, improper handling, installation, use or storage or improperly performed modifications or repairs of the products by the client or third parties. The same applies to defects which are attributable to the client or which are due to a cause other than the original defect.
- (10) Olmatic does not assume any guarantees, in particular no quality or durability guarantees, unless otherwise agreed in writing in individual cases.
- (11) Claims by the client for reimbursement of expenses instead of compensation in lieu of performance are excluded, unless the expenses would also have been incurred by a reasonable third party.
- (12) Claims for defects are excluded:
- a. Consumption and wear of materials and parts that are subject to unavoidable and regular wear and tear due to their nature;
 - b. If and to the extent that a malfunction is due to the fact that the customer or a commissioned third party has not ensured compliance with the technical framework conditions specified in the documentation and these supplementary documents or the malfunction is due to any other improper use of the delivery item;
 - c. If and insofar as the delivery item may not be imported into or operated in the country of destination due to legal or official regulations. The customer is obliged to check before ordering whether he can import the delivery item into the country of his choice and operate it there.

C. Provision and maintenance of the software

1. Optimisation software

- (1) Olmatic provides the customer with customised software, which is used to create targeted analyses of how renewable energy generation and energy consumption will look in the coming days. In the course of reducing energy consumption, load peaks and increased energy consumption are automatically recognised several days in advance by artificial intelligence and balanced out by the intelligent procurement of renewable energy sources. Olmatic accepts no liability for energy savings or their amount.
- (2) The contractor is only granted use of the software. The software shall in any case remain the property of Olmatic.



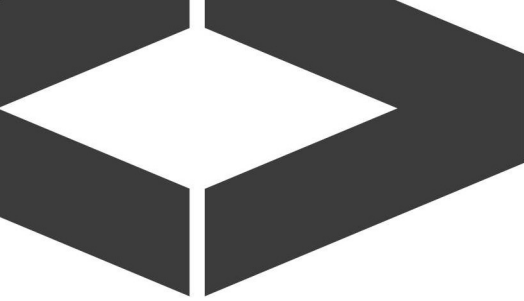


- (3) The cloud-based software solution is operated on Olmatic's servers and is not integrated into the customer's infrastructure. The use of the software only includes the receipt and reading of information and no access to the software itself or its control. As a rule, no change requests from the customer with regard to the software, its design or functionality are implemented.

2. Copyright and rights of use

- (1) The software provided by Olmatic is protected by copyright and by international agreements for the protection of intellectual property. Olmatic and its respective licensors are exclusively entitled to all rights to the software and other data provided in the context of contract initiation and execution.
- (2) Olmatic grants the user the non-exclusive, non-transferable right to use the software for the term of the contract, limited in time to the duration of the licence agreement, and grants permission to use the right of use to the extent resulting from these terms of use.
- (3) The user is not permitted to download, save, copy, sub-licence, rent, lend or lease the software or parts of the software.
- (4) The user is not permitted to modify or alter the software in any way, in whole or in part, or to create works derived from the software that are based on the software in whole or in part. The user is also prohibited from reverse engineering or translating the software or extracting programme parts from the software. The user is not authorised to decompile or disassemble the software, carry out reverse engineering or otherwise attempt to derive the source code, with the exception of the statutory exceptions of Sections 69 b) and 69 e) UrhG. If the user is permitted by mandatory statutory provisions to carry out reverse engineering or decompilation in order to achieve full functionality or interoperability with other software programmes, the user is obliged to inform Olmatic of the nature and scope of the intended actions before carrying out any such measures. Furthermore, decompilation is only permitted if the user can demonstrate a legitimate interest worthy of protection in carrying out the action.
- (5) If the user violates the aforementioned provisions, Olmatic cannot provide any warranty for the correctness of the software.
- (6) The user is also not permitted to change or remove copyright notices, serial numbers, version numbers, trademarks or other identification features of the software. This also applies to the suppression of the screen display of these features.
- (7) The rights and obligations specified in this Clause 12 shall also apply accordingly to licence keys and user documentation as well as to the software.
- (8) Olmatic may revoke the rights of use granted to the user if there is good cause to do so. If this occurs, the user is obliged to return the original software and any existing copies and to delete stored programmes. At Olmatic's request, the user is obliged to provide written assurance of the surrender and deletion.
- (9) The obligations under (8) must also be complied with if the contract between Olmatic and the client is cancelled.





3. Transfer of technical data

- (1) During the term of the contract, Olmatic is authorised to collect, process and store technical data that the energy storage systems transmit to the cloud system. Olmatic will merge the technical data across machines and process it primarily for the purpose of checking and optimising energy consumption, checking the need for inspection and maintenance, technical error reporting, runtime and location analysis of the energy storage system and the further technical development of the software used. Any personal data will be treated by Olmatic in accordance with the provisions of the General Data Protection Regulation and European data protection regulations. If Olmatic's access to personal data cannot be excluded, the customer shall conclude a corresponding agreement with Olmatic. The customer shall obtain any necessary consent (e.g. from employees) and end customers.
- (2) By concluding the contract, the customer expressly consents to the collection, transmission, storage and use of the technical data by Olmatic as described above. The Customer consents to the disclosure of information about the Customer and the Monitor to third parties acting on behalf of Olmatic who may collect, use, transfer, store or otherwise process (collectively "**Process**") such data for purposes related to the provision of services under this Agreement for compliance with any regulations, to avoid conflicts of interest, for the purposes of quality and risk management and to introduce new services, for billing or in connection with the provision of other administrative and IT support services and for the preparation of data analyses (collectively "**Processing Purposes**"). Olmatic is responsible to the Customer for ensuring the confidentiality of the information described above.
- (3) The aforementioned processing is carried out because there is a legitimate interest in doing so. Olmatic's legitimate interest is to offer the customer functional monitors and software as well as a user-friendly app and to improve the services.

4. Utilisation fee

An annual or monthly usage fee is charged for the use of the software. The amount of the fee is based on the current price list and is specified in the contract. The usage fee can be adjusted specifically and individually to meet special requirements and agreements.

5. Updates

- (1) Olmatic determines the time windows for the updates required for the operation of the software before the software is commissioned. An exception applies to interruptions that are necessary for unforeseen technical reasons (e.g. maintenance).
- (2) Olmatic shall use commercially reasonable endeavours to inform the customer two weeks in advance of a maintenance-related interruption in the performance of the software. If advance notice is not possible, Olmatic will endeavour within the bounds of what is economically reasonable to inform the end customer as quickly as possible about an interruption, the reasons for it and its expected duration.





- (3) During the execution of updates or maintenance work, Olmatic shall not be liable for any downtime damage suffered by the customer.

6. Useful life

- (1) Unless otherwise agreed, the contract for the use of the software is concluded for an indefinite period.
- (2) The contract for the use of the software can be cancelled with a notice period of four weeks to the end of the quarter.
- (3) The right to extraordinary cancellation remains unaffected.

7. Liability

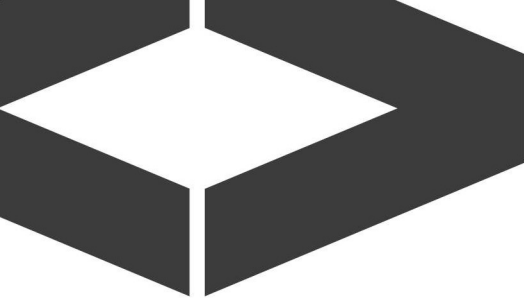
- (1) The user recognises that 100% availability of the software is not technically feasible. However, Olmatic will endeavour to keep the software available as constantly as possible. In particular, maintenance, security or capacity issues as well as events beyond Olmatic's control (such as disruptions to public communication networks, power failures, etc.) may lead to disruptions or temporary suspension of the software service.
- (2) Olmatic is not liable for malfunctions in connection with the use of the software if these are due to a malfunction of the customer's Internet connection or a malfunction that is within the customer's sphere of risk.
- (3) Olmatic further assumes no warranty and liability in the event that the software negatively affects other products and applications of the target system or the target system, if this is due to errors in the configuration of the target system or other products and applications installed on the target system.
- (4) The user has the option of contacting support@olmatic.de by e-mail in the event of any malfunctions in connection with the use of the software or the use of the content provided. Reporting malfunctions helps Olmatic to continuously improve its product range.
- (5) In the event that the software fails due to circumstances for which Olmatic is responsible, Olmatic shall only be liable up to the amount of the fee payable for the use of the software. Olmatic is entitled to provide evidence of lower damages. The costs incurred for maintenance pursuant to para. 5 does not entitle the customer to assert claims for damages.

D. Service and maintenance of the entire system

1. Service and maintenance

Unless otherwise agreed, Olmatic shall provide the customer with all service and maintenance services required for the operation of the entire system. If the customer carries out service and maintenance work itself or commissions third parties to do so, it shall be solely liable for this work.





If Olmatic employees need to be deployed on site in order to provide the service and maintenance work, the customer shall bear all necessary ancillary costs such as travelling expenses, costs for the transport of necessary equipment and daily allowances in addition to the agreed remuneration.

2. Performance realisation

- (1) Olmatic is authorised to use third parties.
- (2) The customer is obliged to grant Olmatic or the third parties engaged by Olmatic the necessary access to the entire system for the provision of the service or maintenance work.

E. Common provisions

1. Consultancy services

- (1) For the purpose of planning the overall system including the software solution, Olmatic provides consulting services, particularly in the initial phase of the project, for which an hourly invoice is prepared.
- (2) Unless otherwise agreed, the fee is EUR 160 per hour (plus VAT at the statutory rate).

2. Prices and terms of payment, default of payment

- (1) Deliveries shall be made at the prices stated in the order confirmation. Unless otherwise agreed, all prices are ex works. Unless otherwise indicated, all prices and surcharges are quoted in euros and are exclusive of packaging, transport and insurance costs as well as (i) all government and official taxes and duties, in particular VAT and (ii) copyright levies and customs duties.
- (2) Discounts and rebates shall only be granted on the basis of a special written agreement. The deduction of discounts is excluded if the client has not paid previous invoices.
- (3) If there is any increase in the aforementioned costs and charges payable by Olmatic under the Contract after the Contract has been entered into, or if Olmatic incurs or is charged any new or additional costs or payments in respect of the Goods or Services, then the amount of the increase in costs shall be borne by the Customer, who shall reimburse Olmatic immediately.
- (4) If Olmatic experiences a significant change in material, chemical or energy costs that was not previously foreseeable, each contractual partner is entitled to demand a reasonable adjustment of the price to compensate for the increased costs in accordance with the principles of fairness, taking these factors into account. Olmatic shall inform the customer of the reasons for the price adjustment upon request.
- (5) In the event that the price adjustment is not insignificant, the contractual partner has the right to withdraw from or terminate the contract .
- (6) Unless otherwise agreed, payments shall be made to Olmatic by bank transfer and without any deductions as stated in the invoice.





- (7) Unless otherwise agreed, the client shall be in default if it fails to make payment within 14 days of receipt of the respective invoices, without the need for a separate reminder. In the event of default in payment, default interest in the amount of 9 percentage points above the respective base interest rate p.a. shall be deemed agreed. Further claims on our part remain unaffected. We reserve the right to assert further claims for damages caused by default.
- (8) When placing an order, we reserve the right to provide the service only after receipt of the agreed remuneration (hereinafter referred to as "**reservation of prepayment**"). If we make use of the reservation of prepayment, we will inform the client immediately or state this accordingly in our offer or our order confirmation. If the customer is not prepared to make the advance payment or to provide any other security, Olmatic shall also be entitled to withdraw from the contract. Olmatic reserves the right to assert claims for damages. Olmatic is entitled to demand instalment payments as part of the execution of the planning service. Unless otherwise agreed, the first instalment payment is due at the latest when an exemplary initial sample is produced. If partial services are rendered, Olmatic shall also be entitled to issue an instalment invoice.
- (9) If the customer has been granted payment by instalments, Olmatic shall be entitled to demand immediate payment of the entire remaining purchase price if the customer defaults on at least two consecutive payments.
- (10) The due date for payment shall not be affected by the assertion of claims for defects, product liability or other claims.

3. Other liability

- (1) Unless otherwise provided for in these General Terms and Conditions of Delivery, including the following provisions, Olmatic shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- (2) Olmatic and its vicarious agents shall only be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, Olmatic shall only be liable, subject to statutory limitations of liability (e.g. care in its own affairs; insignificant breach of duty), for
 - a. for damages resulting from injury to life, limb or health,
 - b. for damages arising from the breach of an essential contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely);

In this case, however, Olmatic's liability shall be limited to compensation for foreseeable, typically occurring damage.

- (3) The obligations arising from para. (2) shall also apply to third parties and to breaches of duty by persons (including in their favour) whose fault Olmatic is responsible for under statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the customer under the Product Liability Act.





- (4) The customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if Olmatic is responsible for the breach of duty. A free right of cancellation on the part of the client (in particular in accordance with §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.
- (5) Insofar as liability is excluded or limited, the customer shall also be obliged to indemnify Olmatic against third-party claims upon first request.

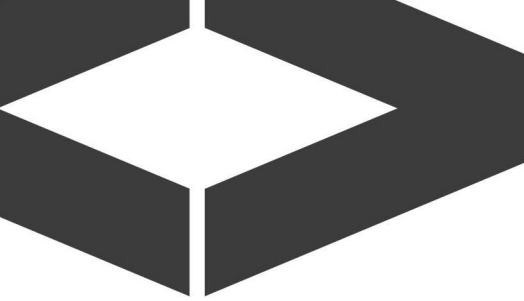
4. Statute of limitations

- (1) Unless otherwise agreed, the limitation period for claims for defects shall end twelve months after handover of the delivery item, in deviation from §§ 438 Para. 1 No. 3, 634 a BGB. If acceptance takes place, the limitation period shall commence upon acceptance. The limitation period shall not be renewed or extended by subsequent fulfilment. Claims for defects for the service parts installed as part of the subsequent fulfilment shall lapse no later than 12 months after the transfer of risk.
- (2) The above limitation periods shall also apply to contractual and non-contractual claims for damages of the Client based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages on the part of the Client pursuant to para. 3(2)a as well as under the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

5. Assignment, offsetting, right of retention

- (1) The assignment of rights and/or the transfer of the customer's obligations under the contract shall require Olmatic's prior written consent.
- (2) The client is only entitled to offset if the counterclaim is recognised, undisputed or legally established.
- (3) The client may only assert a right of retention if his counterclaim is based on the same contractual relationship and is recognised, undisputed or legally established.

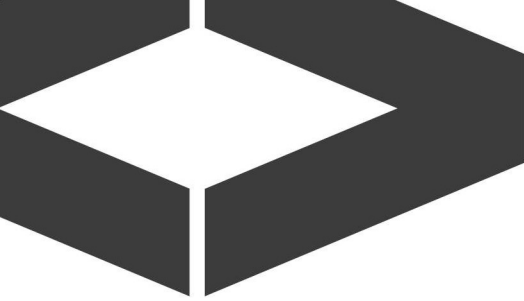




6. Patents, trademarks, etc.

- (1) Olmatic shall not be liable to the Customer for any alleged infringement of any patent, utility model, trade mark, copyright or other industrial or intellectual property right in relation to the Goods or Services, unless we are guilty of wilful misconduct, gross negligence or breach of fundamental contractual obligations, except that in such a case we shall use our best endeavours to obtain permission to use the rights holder's items or allow the Customer to rescind the Contract. Nothing contained herein shall be deemed to confer any patent, licence, trade mark, right of use or copyright in the goods and all such rights should be expressly reserved to their true and lawful owner.
- (2) Insofar as Olmatic holds intellectual property rights, including patents, utility models, trademarks, copyrights, registered designs, know-how, trade secrets or other industrial property rights or prohibition rights to the contractual services (goods or services), acquires them in the course of the performance of the contract or licences them in from third parties for the provision of the contractual services, these intellectual property rights shall remain with Olmatic or the third party and the customer shall only be granted the contractual rights of use.
- (3) All rights to the results and products, as well as the associated documents, which arise in the course of the provision of services under the contract, shall remain the unrestricted property of Olmatic, irrespective of the stage of processing. Insofar as protectable inventions arise during the performance of the work, Olmatic shall be exclusively entitled to apply for industrial property rights in any country in its name, naming the inventor(s) in accordance with the applicable provisions and at its own discretion, to pursue these further, to transfer them or to drop them at any time.
- (4) In the event that Olmatic requires explanations from the customer for the registration, processing, enforcement and defence of property rights based on inventions, the customer shall provide these to Olmatic immediately upon request.
- (5) Olmatic shall not be liable for the protectability or the existence of industrial property rights to the contractual services.
- (6) Olmatic warrants that it is not aware of any third-party property rights to the contractual services. Liability that the contractual services are free from third-party property rights is excluded.





7. Compliance

The client is obliged to take the necessary and appropriate measures to prevent corruption. In particular, the customer undertakes not to offer, promise or grant benefits or other advantages (e.g. money, gifts of monetary value and invitations that are not primarily of a business nature, such as sporting events, concerts, cultural events) to employees and members of Olmatic's executive bodies, or to offer, promise or allow such benefits to be offered, promised or granted by employees, members of executive bodies or third parties. The customer also undertakes to refrain from any attempts to solicit Olmatic employees.

8. Cancellation

- (1) In the event that the order is cancelled before completion of the service owed, the part of the service provided up to the time the cancellation takes effect shall be remunerated.
- (2) If the contract is terminated for a reason for which the client is responsible, Olmatic shall retain the right to full payment for the services provided, less any expenses Olmatic saves as a result of the cancellation of the contract.
- (3) Any cancellation must be made in writing.
- (4) In the event of premature termination of the contract, the claims of the contracting parties under Sections 6, 9 shall remain unaffected.

9. Data protection, confidentiality

- (1) The personal data provided when concluding the contract, in particular name, address, telephone number, bank details, which are necessary and required solely for the purpose of implementing the resulting contractual relationship, are collected on the basis of legal authorisation.
- (2) The customer undertakes to properly store all personal documents provided to it, as well as business and operating documents, and in particular to ensure that third parties cannot gain access to them. The documents provided shall be returned to Olmatic on request during the term of the contract and without being asked after termination of the contract.
- (3) In the course of the contractual relationship, the customer may gain access to Olmatic's business and trade secrets as well as to personal data about Olmatic's employees, customers or business partners. The customer shall treat such confidential information and personal data with the utmost care and confidentiality, shall use the data only for the purpose of fulfilling this contract and the individual contract for work and services in compliance with the instructions issued to it by Olmatic for this purpose and shall not make it accessible to third parties in any way or form, either in whole or in part. When handling personal data, the customer shall comply with the applicable provisions of the General Data Protection Regulation and, in particular, shall take appropriate organisational measures to prevent unintentional alteration, destruction or disclosure of the data. The client shall ensure that personal data on data carriers is deleted before further use. Olmatic has the right to convince itself of the measures taken to ensure data security. The customer shall impose the





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obligations relating to confidentiality and data protection on its employees, agents and subcontractors by agreement and instruction and shall be responsible for their fulfilment .

- (4) Olmatic always retains the property rights and copyrights to cost estimates, drawings and system concepts and to the documentation supplied. Any reproduction or disclosure to third parties is only permitted with the express written consent of Olmatic. Data carriers, documents and records, printed matter and other business papers or documents of third parties owned by Olmatic which come into the possession of the client during the execution of a contractual relationship, as well as documents which are created individually for the client as part of a contractual offer, must be returned to Olmatic at its request after the contract has been executed. At Olmatic's request, the customer shall also be obliged to hand over the relevant documents to Olmatic at any time, i.e. also before acceptance.
- (5) The customer shall have no right of retention to the aforementioned records/documents unless the claims of Olmatic on which it bases the right of retention are recognised by Olmatic or have been legally established. The customer shall also be obliged to provide advance performance in this respect until completion of the services owed by it.

10. Final provisions

- (1) The terms of delivery between Olmatic and the customer shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German private international law.
- (2) The exclusive place of jurisdiction for all disputes arising from the business relationship between Olmatic and the customer is the District Court of Rottweil, Germany. Olmatic shall also be entitled to bring an action at the customer's registered office and at any other legally permissible place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.
- (3) Unless otherwise agreed, the place of fulfilment for all services provided by the customer and Olmatic shall be Olmatic's registered office.

Freudenstadt, November 2024
The management of Olmatic GmbH

