

General Terms and Conditions of Sale - Services (ALBD) pro-beam Group (October 2024)

I. General Information

- As used in these General Terms and Conditions - Services, the term "performance" shall be synonymous with the term "delivery".
- Our performances shall be determined in accordance with these Terms and Conditions and any other agreements. These terms and conditions apply exclusively. The terms and conditions of our customers have no effect even if they were not expressly opposed in a specific case. Deviating, contrary or supplementary terms and conditions of the seller only become an integral part of the program if and to the extent to which we expressly agreed to their validity in writing. This requirement of consent applies in any case, for example even if the seller refers to their own terms and conditions in the course of the order confirmation and we do not expressly object to them.
- In the event of an ongoing business relationship, these terms apply to all future transactions with our customer unless otherwise mutually agreed.
- As long as no other written agreement is arranged, these terms and conditions apply also to future similar contracts in the version valid at the time our services are rendered and/or in any case in the version last communicated to the customer, without any requirement on our part to refer to them once more.

II. Conclusion of Contract/Subject of Agreement

- Contracts (order and acceptance) and order releases and modifications and additions thereto must be made in writing. Order releases may also be made by remote data transmission.
- The customer shall be bound to their orders for at least one month. We shall not be obligated to accept such orders. Our offers shall be subject to change. The contract shall first come about through our written confirmation of the customer order. Release orders by our customers shall be binding if we confirm them in writing within one month. We shall be entitled to process the orders at the operating facility of our choice.
- The information we provide regarding the quality of the object of delivery in brochures and catalogues shall be non-binding, unless it is expressly declared as binding. This applies likewise to photos, drawings and other depictions.
- We hereby reserve the property rights and copyrights to samples, cost estimates, drawings and similar information of a physical or intangible nature, even in electronic form. Such items etc. may not be made available to third parties. We hereby agree only to make information and documents designated by the customer as confidential available to third parties with the customer's approval.

III. Prices and Terms of Payment

- Prices are "ex works" and stated exclusive of VAT (as applicable as of the invoice date) and handling. Invoice amounts are payable in full without cash discount reductions.
- Our invoices shall be due for payment 14 days after date of invoice by transfer to one of our bank accounts. Invoices are issued in writing for the purpose of § 126b German Civil Code (BGB).
- Our customer may set off such counterclaims, and only such counterclaims, as are undisputed or have been effectively established. Likewise, our customer shall only be entitled to retention rights insofar as its claims against us are undisputed or recognized by nonappealable judgment.
- In the event of a successive delivery agreement, we shall be entitled to increase our prices based on labor, material, energy or other costs that have increased after the closing date of the agreement. In case of delayed payment, a default interest at the statutory conditions of nine percent above the base interest rate applies to the respective remuneration.
- The assertion of other (default) damage claims is not affected thereby. In this case, our customers reserve the right to provide evidence that no or less (default) damage has occurred. In the event of default in payment by our customer, all claims of our company against our customer shall become due for immediate payment.

IV. Dispatch

- If a period for the performance is stipulated, the period shall commence with the dispatch of the order confirmation, though not prior to the provision of the goods, documents, permits and re-leases to be provided by the customer or prior to the receipt of the stipulated payment. If this is not the case, the relevant period shall be suitably extended. This shall not apply if we are responsible for the delay. This shall also apply to any stipulated performance deadline.
- The observance of the performance period or deadline shall be subject to the accurate and punctual delivery by our own suppliers. Delays are communicated to the customer as they become apparent.
- In the event that the customer, following the execution of a contract, desires changes to the nature of the object of supply and/or the performance of our tasks, we will enter into negotiations with a view to reaching an agreement. We shall not be obligated, however, to accept these subsequent change requests. The performance deadline shall be extended by the duration of the negotiations to be conducted in this regard.
- The performance period shall be considered observed and the performance deadline considered kept when we have notified our customer of the readiness for shipment or acceptance prior to the expiration of the performance period or deadline.
- Partial deliveries are permitted, provided they do not place an unreasonable burden on our customer. For billing purposes, partial deliveries are considered independent transactions, which is why we are entitled to bill the customer separately for each such partial delivery.
- Our customer may rescind the contract without notice if the entire performance is definitively impossible for us prior to the passage of risk. The customer may moreover rescind the contract if the execution of part of an ordered performance is impossible, and they have a legitimate interest in refusing the partial performance. If this is not the case, the customer must pay the price attributable to such partial delivery under the contract. The same applies in the event of our incapacity to comply. Item XII. 2 applies in all other cases.

If an instance of inability or incapacity arises during a delay in acceptance on the part of our customer or if our customer is solely or chiefly responsible for such circumstances, they remain liable for compensation.

V. Performance Delays

- If we are in default with our performance, our customer shall have a claim to lump-sum default compensation. Such compensation shall amount to 0.5 % for each full week of delay, though up to a total of 5 % of the value of that part of the total performance which cannot be used in due time or pursuant to the contract as a result of the delay. If our customer establishes a reasonable period for us to render performance after the due date-with due regard to the events exempted by law-and we fail to meet such deadline, our customer shall be entitled to rescind the contract as permitted by law. Further claims based on default in performance shall be determined exclusively in accordance with Section XI. 2. of these Terms and Conditions.
- If our customer requests that the agreed delivery date be moved back, and if we consent thereto, our customer is obligated to reimburse us for any storage costs incurred - for storage at our plant, such charges accrue at a rate of no less than 0.2 % of the net goods value per month. We shall nonetheless be entitled to establish a reasonable grace period for our client to release the object of performance. In the event this period lapses unproductively, we shall be entitled to rescind the contract and assert damage compensation claims or to dispose otherwise of the object of performance. In the latter event, the performance period shall be extended by the period of time necessary to reacquire or reproduce the object of performance after receiving a release from our customer.

VI. Exemption from the Obligation to Perform Due to Force Majeure

- In case of force majeure, we are released from the obligation to deliver or accept for the duration and to the extent of the respective effect. Force majeure is any event beyond our control that prevents us from fulfilling our obligations in whole or in part, including fire damage, floods, strikes and lawful lockouts, unexpected pandemics or epidemics, and operational disruptions or government orders for which we are not responsible. Supply difficulties and other performance disruptions on the part of our upstream suppliers shall be deemed to be force majeure if the upstream supplier, for their part, is prevented from providing the service incumbent upon it as a result of an event pursuant to Sentence 1.
- In the event of Paragraph 1, we shall notify our customer of the occurrence and cessation of the force majeure and shall use our best efforts to remedy the force majeure, and to limit its effects as far as possible.
- In the event of the occurrence of force majeure, we will consult with our customer on the further procedure and determine whether, after its termination, the products not delivered during this period should be delivered at this later point. Notwithstanding the foregoing, we shall be entitled to withdraw from the orders affected thereby if the force majeure incident lasts for more than 6 weeks from the agreed delivery date. The right to terminate the contract for good cause in the event of prolonged force majeure shall remain unaffected.

VII. Transfer of Risk/Acceptance

- Our customer shall be obligated to receive the object of performance as soon as we have declared to the customer that it is ready for shipment or acceptance.
- Delivery is ex stock (warehouse loading dock), which is also the place of performance for the delivery and any subsequent performance.
- At the customer's request and expense, the goods shall be shipped to another destination at the customer's risk (sales shipment). Unless otherwise agreed, we are entitled to determine the type of shipment ourselves (in particular carrier, shipping route, packaging).
- The risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon handover. In the event of default in acceptance, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon the occurrence of the default in acceptance. In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. Insofar as acceptance has been agreed, this event 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 mutatis mutandis to an agreed acceptance. If the buyer is in default of acceptance, this equals the handover or acceptance. The commissioning without contradiction or the use of the goods for the intended purpose by the customer shall also be regarded as equivalent to acceptance.
- If the customer fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this we charge a lump sum compensation in the amount of 0.25% of the net price per calendar day, however not more than 5% of the net price of the delivery in total, beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for shipment. We hereby further agree to take out the insurance requested by our client at their cost.

VIII. Chattel Mortgage

- a. If our customer provides us objects owned by it for processing, the customer shall thereby transfer us the title to such objects - if we have not already become the owner as a result of the processing pursuant to § 950 of the Civil Code - as security for the payment claims on our part previously existing as of the delivery date and also for any future payment claims based on the current business relationship with our customer.
b. If our customer merely has an inchoate right to acquire the title to the objects provided to us for further processing as a result of an existing title retention on the part of a third party, our customer shall transfer such inchoate right to us upon the delivery of the objects. Our customer shall in this case be obligated to assure the cancellation of the title retention by

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paying the purchase price. At the same time, we shall be entitled to pay the owner the residual purchase price debt of our customer for our customer's account.

c. Our customer shall moreover assign us the claims to which it is entitled against its suppliers in the event of the dissolution or non-performance of purchase contracts, particularly the claims to restitution of any previously rendered payments.

- Objects which become our property in this way shall be subject to the title retention provisions in the terms of Section VIII of these Terms and Conditions.

IX. Retention of Title

- We hereby reserve title to all objects of contract (reserved goods) until full compensation of all claims to which we are entitled from the business relation with the customer. With respect to current invoices, all objects of contract shall serve to secure our claim to the balance.
- The sale, pledging, processing, combination or mixing of the subject matter of the contract - also in parts - shall require our consent as long as our reservation of title in this respect remains active.
- For every event of resale of the object of contract, our customer hereby assigns us in advance all claims in the amount of the final invoice amount (including value-added tax) accruing to our client from the resale against its buyers or third parties, irrespective of whether the object of contract has been resold processed or unprocessed. We hereby accept this assignment.
Having obtained permission to resell, our customer is entitled to collect receivables even after the assignment. Our right to collect such receivables ourselves is not affected thereby. However, we undertake not to collect so long as the customer properly meets their payment obligations, is not in default and does not suffer a material deterioration of their financial situation. The latter should be assumed especially if our customer's assets become the object of a petition for the institution of insolvency proceedings, our customer must submit an affidavit as to the accuracy of its assets or there are reasons compelling the managing director of a limited liability company to submit to insolvency proceedings under § 15b of the German insolvency code (InsO). In such event, our client shall be obligated to notify us of the assigned claims and the debtors thereof, to provide all information concerning the collection, to hand over the related documents to us, and to notify the debtors and/or third parties of the assignment.
- The processing or transformation of the subject matter of the contract or parts thereof by our customer shall always be carried out for us. In the event that the object of contract is inextricably linked to other items not belonging to us, we become co-owners of the new item in the proportion of the value of the object of contract to the other items at the time of their processing. The same provisions applicable to reserved goods shall otherwise apply to things arising through processing.
- In the event that the object of contract or parts thereof are inextricably combined with other items not belonging to us, we become co-owners of the new item in the proportion of the value of the object of contract to the other combined items at the time of their combination. If the connection or combination is of a kind that renders the item of our customer the principal object, it is deemed to have been agreed that our customer grants to us proportional co-ownership. Our customer maintains sole ownership or co-ownership, whatever the case may be, at no charge to us.
- To secure our claims against it, our customer hereby also assigns the claims accruing to our customer against third parties through the combining of the object of contract (or parts thereof) with an object.
- We undertake to release the security to which we are entitled upon our customer's request if and to the extent that the value of such security exceeds outstanding claims to be secured by more than 20 %. The decision as to which securities to release is ours.
- Our customer is obligated to insure the goods subject to retention of title adequately against fire and water damages as well as against theft and vandalism for the duration of said retention of title.
- Our customer is obligated to give us prompt written notice of any enforcement measures taken against an item subject to retention of title, furnishing us with copies of writs of execution and bailiff's returns. In addition, they must take such action as may be necessary to stay execution.
If we raise a third-party objection pursuant to § 771 of the Civil Procedure Code, our customer shall be obligated to reimburse us for the costs incurred in the same fashion as the adverse party is obligated to do so. Our customer shall declare an assumption of debt in this regard.
- In the event that our customer defaults on their payment obligations, we are entitled to take possession of any item subject to retention of title following a reminder and the expiration of a reasonable grace period. In urgent cases, a grace period may be done away with. If these objects are in the possession of a third party, our customer shall be obligated to inform us thereof without delay. Our customer shall be obligated to do everything reasonable to enable us to take possession of these objects again.
- Transportation, storage and other costs related to repossession, including the costs of legal action, where necessary, are borne, or reimbursed, by our customer. This shall also apply to any reductions in value or disassembly costs incurred.

X. Provision of Materials

- Our customer is aware that, in accordance with the current state of technology; reject rates of 4 % in relation to the material to be provided by the customer (assuming series processing of > 100 parts) are technically unavoidable. In the case of electron beam drilling, the corresponding reject rate is 8 %. There is also the material required for calibrating the machinery and processing test parts. For this reason, our customer hereby agrees to supply materials at its own cost and risk in due time and free of defects with a reasonable volume markup of 5 % or, in the case of electron beam drilling jobs, 10 %. We shall notify our customer as soon as possible regarding any detected defects.
- If these prerequisites are not fulfilled, the performance period shall be reasonably extended. Our customer shall moreover bear any additional costs resulting from production interruptions that become necessary for this reason. We hereby reserve the right to assert damage compensation claims.
- Our liability in relation to the materials provided shall be determined in accordance with the provisions in Section XII. 2. of these Terms and Conditions.

XI. Warranty Claims

The nature of the subject matter of the contract is determined by the agreed performance characteristics. To the extent that we have agreed with the customer on a quality, an intended use or certain accessories, only this quality, the suitability for this particular use and these accessories are due. In this respect, the usual use of the subject matter of the contract or the condition of the subject matter of the contract or the accessories, which the customer can expect without further agreement, is particularly irrelevant. We only agree on guarantees in individual cases and expressly in writing.

We hereby provide the following warranty for material defects and defects in title related to the object of performance, to the exclusion of any further claims and subject to Section XII. 2.:

Material Defects

- We shall improve, free of charge, any parts defectively processed by us. If this is not possible because the parameters of the provided material, particularly the dimensional accuracy, quality of processing, etc., cannot be assured by the subsequent improvement, we shall process replaced provided material. Our customer shall be obligated to provide the material necessary in this regard. Replaced parts shall permanently remain our property.
- The customer must allow for adequate time and opportunity as discussed with and needed by us to see to the improvements or replacements we deem necessary. Otherwise, we shall be released from the liability for the consequences arising in this regard. Only in urgent events of jeopardy to plant safety or to avert disproportionately large damage shall our customer have the right to remedy the defects themselves or have them remedied by third parties and to demand that we compensate them for the expenses required in this regard. Our customer shall be obligated in such event to notify us about this without delay in writing or by telefax.
- As permitted by law, our customer shall have the right to rescind the contract if we-with due regard to the cases exempted by law-allow a grace period set twice for us to render a subsequent improvement or replacement performance due to a material defect to lapse unproductively. In the event of a merely insubstantial defect, our customer shall merely have the right to reduce the contractual price. The right to reduce the contractual price shall otherwise be excluded hereby. Further claims shall be determined in accordance with Section XII. 2. of these Terms and Conditions.
- Our customer holds no warranty claims in the event of our customer's or third parties' unqualified or improper use, defective installation or operation, for natural wear and tear, improper or negligent treatment, improper maintenance, the use of unsuitable tools, unqualified repairs, unsuitable foundation, chemical electro-chemical or electrical impact (unless they are attributable to us).
- In the event of unqualified improvements made by our customer or a third party, we are not liable for any consequences. This shall also apply to changes made to the object of performance without our prior approval.

Legal Defects

- If the use of the object of contract leads to the infringement of industrial property rights or copy- rights within Germany, we shall in principle procure for the customer at our cost the right to further use the object or shall modify the object of contract in a reasonable fashion for our customer so that the property right infringement no longer exists.
If this is not possible at reasonable economic terms and conditions or within a reasonable period, our customer shall be entitled to rescind the contract. Under such circumstances, we are equally entitled to rescind the contract.
Moreover, we will indemnify and hold our customer harmless against undisputed or effectively established claims of the respective holders of industrial property rights.
- The obligations to which we are subject as set forth in Section XI. 6. shall be final subject to Section XII. 2. in the event of infringement of industrial property rights or copyrights.
Our obligations shall only exist if:
 - our customer informs us without delay of the property right or copyright infringements asserted;
 - our customer adequately supporting us in defending against alleged claims; and/or
 - enables us to carry out modifications pursuant to Section XI. 6;
 - our retaining the right to take any defensive action, including out-of-court settlements,
 - the legal defect not being attributable to instructions issued by our customer, and
 - the infringement of the right was not caused because our customer changed the object of contract on its own or used it in a way not pursuant to the contract.

XII. Liability

- If the object of contract cannot be used as agreed by our customer because we have negligently failed to carry out or have defectively performed proposals or recommendations made before or after the closing date of the contract or because of a breach of other ancillary contractual obligations (e.g. instructions regarding the operation or servicing of the object of contract), the provisions in Sections XI and XII. 2 shall apply accordingly, to the exclusion of any further claims on the part of our customer.
- Irrespective of the legal ground, we shall only be liable for damage not incurred to the object of contract itself in the event of:
 - intent; or
 - gross negligence on the part of the owner/the executive bodies or senior employees; or
 - in case of culpable injury to life, body and health; or
 - in case of defects we concealed in bad faith or guaranteed to be absent; or
 - in the event of defects, insofar as liability extends under product liability law for personal injury or property damage

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to privately used objects.

In cases of culpable violations of material contractual obligations, our liability extends to gross negligence of non-management staff as well as simple negligence. In the latter case, our liability shall be limited to the coverage amount of our product liability insurance or, if applicable, our recall cost insurance. The latter encompasses damage typically stipulated in contracts. Contractual obligations are essential if their fulfillment enables the proper execution of the contract and if customer relies on and may rely on their compliance.

We will permit our customer to review our insurance policy and arrange for a greater amount of coverage if our customer is willing to pay the difference in premiums.

XIII. Limitation

Our customer's claims expire after 12 months irrespective of legal grounds.

The periods stipulated by law shall apply to damage compensation claims in accordance with Sections XII. 2 a) to e). They shall also apply to defects in a construction work or objects of contract which were used in a normal fashion for a construction work and caused the defect therein.

XIV. Non-assignment clause

Our customer's claims against us must not be assigned.

XV. Data processing and data exchange

1. When initiating and executing a contract, the processing of contact and interaction data from the customer's contact persons is necessary. pro-beam processes this personal data based on a legitimate interest in ensuring the traceability of the business relationship and supporting communication in the processing of the contractual relationship. If the contractual service requires the involvement of other companies in the pro-beam group, the information will also be passed on to them. An appropriate level of data protection, taking into account applicable data protection law, is ensured within the pro-beam group.
2. To initiate and process contracts and subsequent services, pro-beam transmits employee contact details to the customer to enable orderly communication and service processing. The customer may only use this data to carry out the respective contractual relationship with pro-beam.

XVI. Applicable Law/Jurisdiction

1. The law of the Federal Republic of Germany shall apply exclusively to all legal relations between our customer and ourselves.
2. The common place of performance shall be the registered office of the operating facility executing the order.
3. The place of jurisdiction shall be the court competent for the registered office of the operating facility concluding the contract. However, we shall also be entitled to file an action at our customer's principal place of business.