

**General Terms and Conditions of Business (GTC) for our deliveries and services:
GALVA Anlagen-Technik GmbH (hereinafter also referred to as GAT)**

I. Basis of the contract:

1. All agreements and offers are subject exclusively to our General Terms and Conditions; they are considered agreed upon if the customer places an order, submits an offer, or accepts a delivery.
2. Our General Terms and Conditions shall apply unless the contracting parties have expressly agreed otherwise in writing.
3. The customer's general terms and conditions shall not apply and shall not become part of the contract even if not disclosed, unless we have expressly agreed to them in writing. Our (GAT's) General Terms and Conditions of Business shall also apply if we carry out deliveries/services to the customer knowing that the customer has conflicting or deviating terms and conditions.
4. If a framework agreement is executed between us and the customer, then only and exclusively our (GAT'S) General Terms and Conditions shall apply to individual orders placed based on such a framework agreement. This shall apply even if the customer refers to its own general terms and conditions in the individual order.
5. Legally relevant declarations and notifications by the customer regarding the contract (e.g. notifications of defects, setting of deadlines, withdrawal, or reduction of the order) must be made in writing, that is, in written and text form (e.g., letter, e-mail, fax). Further formal statutory requirements as well as additional evidence (for example, in case of doubts about the identity of the declarant) remain unaffected.
6. If references are made regarding the validity of statutory provisions, it should be noted that these are for clarification purposes only. The statutory provisions apply - even if no corresponding clarification was made – unless they were amended or precluded by the General Terms and Conditions of Sale.

II. Contract Formation

1. Offers made by us are categorically subject to change; they do not constitute an offer in the legal sense but rather are only invitation to the customer to make a binding offer based on our offer. Therefore, especially prices and delivery times are non-binding. The contract shall be deemed to have been formed when we have sent a written order of confirmation after receipt of the buyers' order.
2. The scope of the service owed by us shall be determined exclusively by the written order of confirmation including any enclosures or annexes.
3. Amendments and additions to the contract require our written confirmation in order to be valid. The customer's terms and conditions of purchase and business shall only be binding on us if we have expressly agreed to and confirmed these in writing.
4. Our delivery note, or commercial invoice, shall also be deemed to be an order confirmation.

III Plans and documentation

1. The information in our catalogs, brochures, newsletters, images, price lists, offers etc. regarding dimensions, weight, performance and so on, shall only be authoritative if explicit reference is made to them in the order confirmation.

2. Plans, sketches, software, and other technical documents as well as samples, catalogs, brochures, illustrations/images and similar items shall always remain our intellectual property. Any utilization, duplication, distribution, publication, and presentation may only take place with our express permission. If no contract is formed, the customer is obliged to return the documents and data provided (software in particular), as well as any copies made thereof, without undue delay, but at the latest within 7 days after expiration of the 14-day acceptance period, a specifically agreed upon acceptance period, or receipt of a clear rejection of the formation of the contract by us.

IV. Shipping, transportation

1. Unless agreed otherwise, the place of performance for all services provided by us shall be GAT's company headquarters. We shall only ship the goods contracted for if the customer expressly requests this. If we ship the goods, we shall be entitled, unless otherwise agreed upon, to determine the forwarding agent, carrier or other person designated to carry out the shipment and the type of freight (air freight or express shipment, etc.).

2. If we ship the subject matter of the contract to a place other than the place of performance at the request of the customer (buyer), the risk shall pass to the customer as soon as we have delivered the subject matter of the contract to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. In the event that acceptance of the goods is contractually agreed, this shall be decisive for the transfer of risk. Further statutory provisions of the law on contracts for work and services shall remain unaffected. If the customer is in delay of acceptance, this shall be deemed equivalent to delivery or acceptance of the goods.

3. If the delivery of the goods ready for shipment is delayed at the request of the customer or if the handover is delayed due to circumstances for which we are not at fault, the risk shall pass to the customer after notification of readiness for shipment. The delivery item shall be stored at our company for a fee and at the risk of the customer at our usual storage charges. Should space limitations require it, we are authorized to store the item for delivery outside our factory at the buyer's expense and risk.

4. Transport insurance and other insurances shall only be taken out at the explicit request of the customer (buyer). The costs for this shall be borne by the customer (buyer).

V. Delivery/performance periods and delay or default

1. The delivery/performance period shall be agreed upon individually in each case or specified in the order confirmation upon acceptance of the order.

2. The delivery/performance period shall not commence until the customer has provided any required documents, approvals, releases to be obtained by the customer and before GAT has received any agreed upon deposit. Compliance with any delivery/performance deadline presupposes the fulfillment of the customer's contractual obligations.

3. The customer shall obtain any official permits and any third-party permits required for the execution of installations. We must be informed in writing in a timely manner of any conditions affecting our services. Copies of any permits shall be provided to us at our request. If such approvals are not available or not available in good time or if we are not notified of special conditions in good time, the delivery period shall be extended accordingly.

4. Wherever we provide our services, in so far as this differs from our place of business, the customer must install safe stairways and walkways, which enable us to reach our work area unhindered. In addition, the customer must provide us with a manual and service book in good

time before commencing work. If the contractual partner does not fulfill these obligations, our delivery period shall be extended accordingly.

5. The delivery deadline shall be deemed to have been met if the delivery has left our factory by the time it expires, or we have communicated the readiness for shipment.

6. If we are unable to meet binding delivery/performance deadlines for reasons for which we are not responsible or cannot meet (non-availability of the service), the delivery/performance deadline shall be extended accordingly. The customer shall be informed of the situation and at the same time be notified of the new expected delivery/performance deadline. If the service cannot be provided within the new delivery/service period, we shall be entitled to withdraw from the contract in whole or in part; any consideration already provided by the customer shall be reimbursed accordingly. Unavailability of the service exists, for example:

- a) if GAT's own suppliers fail to deliver on time if GAT has concluded a congruent hedging transaction,
- b) in the event of other disruptions in the supply chain, for example due to force majeure, labor disputes (strikes in particular), pandemics, war, etc.
- c) or if we are not obliged to source in individual cases.

7. If GAT is released from delivery or performance due to force majeure and in accordance with the above provision, but the delivery or performance is nevertheless carried out after the problem has ceased to exist, we shall be entitled to charge any additional replacement or procurement costs for raw materials and/or to deviate from the composition and the guaranteed values, insofar as the hinderance makes this necessary and the interests of the customer are only minorly impaired.

8. The occurrence of a default or delay in delivery/performance shall be determined in accordance with the statutory provisions. In the event of a delay in delivery or performance, caused by us but not intentionally or due to gross negligence, we shall be liable for each full week of delay within the scope of a lump-sum compensation for delay in the amount of 0.5% of the value of the delivery/service, but not more than 5% of the value of the delivery/service. We reserve the right to prove that the customer has suffered significantly less damage or no damage at all.

9. We shall only be entitled to make partial deliveries and render partial performance if these are still of interest to the customer for purposes of the contract and the customer does not incur any significant additional expense as a result.

10. The rights of the customer according to section "XI." of these General Terms and Conditions, as well as our legally standardized rights, in particular in the event of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

VI. Prices

1. Unless agreed otherwise, our prices are ex-factory or ex-warehouse, excluding packaging, loading, insurance, shipping, and VAT. If fees, taxes, or other charges are levied in connection with the delivery, these shall be borne by the customer (buyer). If delivery with drop-off has been agreed, this also will be charged separately.

2. Prices are based on the costs at the time of the initial offer price. Should the delivery or service take place three months or later after this date, we shall be entitled to adjust the prices accordingly in the event of changes in wages, materials, raw materials, or other manufacturing costs.

3. In our pricing, we assume that the items in our offer remain unchanged, that any preparatory work has been completed in full, that we can make our delivery at once, without hindrance, and that the buyer's performance description on which our offer is based corresponds exclusively to the actual circumstances.

4. In the case of repair orders, the services recognized by the seller as appropriate shall be provided and invoiced based on the expenses incurred. This also applies to services and additional services whose necessity becomes apparent during the execution of the order, whereby no special notification to the customer is required. The expense for the preparation of repair quotations or appraisals shall be paid by the purchaser. This does not apply to services under warranty.

VII. Terms of payment

1. Payments are to be made in accordance with the agreed upon terms of payment. Unless different payment dates or terms of payment have been agreed upon in our written order confirmation, the invoice amount must be paid without any deductions no later than 30 days after delivery. Deduction of a cash discount is only permitted with a prior written agreement.

2. If there are liabilities from earlier deliveries, these shall be settled in the order in which they arose. If all other receivables due have not been settled at the latest upon receipt of the invoice amount eligible for discount, any agreed discounts shall lapse.

3. If the financial situation of the customer deteriorates significantly in any way after conclusion of the contract or if we learn after conclusion of the contract that the financial situation of the customer was already poor when the contract was concluded or if the payment terms for previous deliveries and services are significantly exceeded, we shall be entitled to refuse our delivery and performance until payment or provision of sufficient security. If our delivery has already been made, all our claims shall be due immediately. This shall apply in particular in the event of default in payment, protest of a bill of exchange, rejection of a check or filing of an application for the opening of insolvency proceedings.

4. If the customer is in arrears with the agreed upon payment or performance, we may either withdraw from the contract in accordance with clause VII. 5, or insist on performance of the contract. Either way, we are entitled to postpone the fulfillment of our obligations until the overdue payments have been paid or other services have been completed, to extend the delivery period appropriately, insist on payment of the remaining purchase price, and, in so far as the customer has no legal reason for relief, to charge the statutory default interest from the due date.

5. If the customer has not delivered payment or other performance owed, we may withdraw from the contract by setting a 14-day extension period. At our request, the customer must return the goods already delivered to us and pay compensation for any reduction in their value that may have occurred, as well as reimburse us for all expenses that we incurred to fulfill the contract. The additional claim for damages also includes any loss of profit.

6. The customer may only offset GAT's claims with claims undisputed and recognized by us and which are legally established or with claims that correspond to claims GAT has made.

7. The customer is only authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

8. The assignment of claims against GALVA Anlagen-Technik GmbH is excluded by mutual agreement (prohibition of assignment).

VIII. Retention of title

1. The delivered goods (goods subject to retention of title) remain our property until all claims to which we are entitled against the customer now or in the future, including all current account balance claims, have been fulfilled. If the customer breaches the contract - in particular if he is in arrears with the payment for a claim for payment - we have the right to withdraw from the contract after we have set a reasonable deadline for performance. The transportation costs incurred for taking back the goods shall be borne by the customer (buyer). In so far as we take back the reserved goods, this shall already constitute a withdrawal from the contract. It shall also constitute a withdrawal from the contract if we seize the reserved goods. We may use goods subject to retention of title we take back. The proceeds of any use shall be set off against the amount owed to us by the customer after we have deducted a reasonable amount for the costs of the use.

2. The customer must treat the reserved goods with care. He must insure the goods adequately at his own expense against fire, water and theft at new value. If maintenance and inspection work become necessary, the customer must carry the repairs out in good time at his own expense.

3. The customer may use the reserved goods and resell them in the ordinary course of business if he is not in default of payment. He may not, however, pledge the reserved goods or assign them by way of security. The customer hereby assigns to us in full by way of security the customer's claims for payment against his customers arising from the resale of the reserved goods as well as customer's claims regarding the reserved goods which arise against his customers or third parties for any other legal reason (in particular tort claims and claims for insurance benefits), including all current account balance claims. We hereby accept such assignments.

The customer may collect claims assigned to us for his account in his own name on our behalf as long as we do not revoke this authorization. This shall not affect our right to collect these claims ourselves; however, we shall not assert the claims ourselves and shall not revoke the direct debit authorization as long as the customer duly meets his payment obligations.

However, if the customer acts in breach of contract - in particular, if he is in default of payment of a claim for payment - we may demand that the customer informs us of the assigned claims and any respective debtors, informs the respective debtors of the assignment and delivers all documents to us and provides us with all information that we require to assert the claims.

4. Any processing or transformation of the reserved goods by the customer shall always be carried out on our behalf. If the reserved goods are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the new item created by processing as to the reserved goods.

If the reserved goods are inseparably combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including sales tax) to the other combined or mixed items at the time of combination or mixing. If the reserved goods are combined or mixed in such a way that the customer's item is to be regarded as the main item, we and the customer hereby agree that the customer shall transfer co-ownership of this item to us on a pro rata basis. We accept this transfer.

The customer shall hold in safekeeping for us, the sole ownership or co-ownership of an item created in this way.

5. In the event of seizure of the reserved goods by third parties or other interventions by third parties, the customer must mention GAT's ownership and must inform us immediately in writing so that we can enforce our ownership rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable for such costs.

6. If the customer so requests, we shall be obliged to release the securities to which we are entitled to the extent that their realizable value exceeds the value of GAT's outstanding claims against the customer by more than 10%. However, we may select the securities to be released.

IX. Software

1. If and insofar as GAT goods (hardware) are combined with computer/ control/ regulation programs (software), the devices together with the software constitute a single coherent item.

2. Upon ownership of the product, the customer simultaneously acquires a simple, perpetual, non-revocable and non-transferable right of use (license) to the software.

3. Our devices are sometimes supplied with software that is made available to the customer (buyer). These could be products from other manufacturers as well as our own products. This software is designated by us as an accessory and is not attached to our goods upon delivery. Thus, no uniform, related item is thereby created. Software sold separately from devices are independent goods. The buyer acquires a simple right of use (license) to the software that is unlimited in time, cannot be revoked unilaterally and is not transferable.

4. The customer is not entitled to decompile, change, or modify any software or to derive other programs from the firmware or to change or remove property rights, copyrights, or trademarks of any software.

5. The customer has no claim to the transfer and/or use of the source code of the software that is connected to or enclosed with our products.

X. Warranty

1. In the event of a breach of a contractual obligation, the customer shall be entitled to the statutory rights towards us in accordance with the following provisions:

2. The customer shall only be entitled to warranty claims if he has fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code)

3. In the event of justified and timely notification of defects, the customer shall be entitled to subsequent performance during the warranty period; we shall be entitled to choose the type of subsequent performance - rectification of the defect or delivery of a defect-free item. If the subject matter of the contract is rectified, the rectification shall only be deemed to have failed after the second unsuccessful attempt at rectification. If the subsequent performance fails, the customer shall be entitled to reduce the price or, at his discretion, to withdraw from the contract. The statutory cases of the dispensability of setting a deadline remain unaffected. The application of §§ 445a, 445b, 478 BGB (seller's right of recourse) remains unaffected.

4. The customer can only assert claims for damages for a defect under the conditions regulated in section XII if the subsequent performance failed or if we refuse to provide subsequent performance. The customer's rights to assert further claims for damages under the conditions set out in section XII remain unaffected.

5. Only the customer is entitled to claims against us due to defects and such claims are not assignable.

6. The statute of limitations for claims for defects is one year from the transfer of risk. If acceptance has been contractually agreed upon, or is provided for by law, the limitation period shall commence upon acceptance. This shall not apply if the law prescribes longer periods in accordance with §§ 438 Para. 1 No. 2 (buildings and items for buildings), 478, 479 (recourse against suppliers) and 634 a Para. 1 No. 2 BGB (building defects), as well as in cases of injury to life, body or health, in the event of an intentional or grossly negligent breach of duty by us and in the event of fraudulent concealment of a defect.

XI. Liability

1. We shall be liable for claims for damages due to culpable injury to life, body, and health, as well as in accordance with the provisions of the Product Liability Act.

2. GAT's liability is limited to intentional or gross negligence. This shall not apply in the event of a breach of cardinal obligations. Cardinal obligations are those obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies on and may rely. In the event of liability for breach of a cardinal obligation, this shall be limited to damages foreseeable and typical of this contract.

3. No further liability exists for GAT.

4. The above limitations of liability also apply to the personal liability of GAT's employees, representatives and bodies.

XII. Jurisdiction, Execution

1. It is expressly agreed that German jurisdiction and the application of German law shall apply, noting that the UN Convention on Contracts for the International Sale of Goods does not apply.

2. The place of performance for delivery and payment shall be the registered office of our company, even if the performance and delivery of the goods occur at a different location.

3. The place of jurisdiction for all disputes arising from the contract shall be the competent court at the registered office of our company. However, we are also entitled to appeal to a court having jurisdiction over the customer (buyer).

XIII. Severability clause

Should any provision of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining parts of these terms and conditions. Under these conditions, the invalid provision shall be replaced by another provision that comes as close as possible to the purpose of these General Terms and Conditions.