

General terms and conditions

BEKO TECHNOLOGIES GMBH

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1 Scope

- 1.1 These Terms and Conditions shall govern performance relationships in which the main performance obligation on the part of BEKO TECHNOLOGIES GMBH (hereinafter referred to as "BEKO TECHNOLOGIES" or "Supplier") consists in the delivery of a service in kind, also to the extent that the service in kind contains incorporated software or firmware.
- 1.2 They shall apply to companies within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law (hereinafter referred to as "Customer", "Purchaser" or "Buyer"). They shall apply in the respective valid version to all - also future - legal relationships between the Supplier and the Purchaser; this shall apply in particular,
 - if the Purchaser initiates orders in an existing business relationship without an offer having been previously prepared by the Supplier in which reference could again be made to the applicability of these Terms and Conditions,
 - for the delivery of goods and the provision of services for reasons of goodwill.
- 1.3 Deviating terms and conditions of the Purchaser shall not become part of the contract even by acceptance of the order, even if BEKO TECHNOLOGIES carries out the delivery to the Purchaser without reservation in the knowledge that the Purchaser's terms and conditions are contrary to or deviate from its own terms and conditions.

2 Offer & Acceptance

- 2.1 All offers made by BEKO TECHNOLOGIES are subject to change and non-binding. The scope of the delivery obligation shall be determined solely by the order placed by the customer and the order confirmation issued by the supplier, including any product descriptions provided by the supplier. Insofar as the Supplier manufactures components or products according to special specifications or requirements of the Customer (hereinafter "Customer-Specific Products"), the drawings and specifications provided to the Supplier by the Customer shall be authoritative without the information contained therein constituting warranted characteristics.
- 2.2 The Supplier's employees and other sales persons are not authorized to make verbal subsidiary agreements or to give verbal assurances that go beyond the contents of the purchase order and order confirmation.
- 2.3 The supplier reserves the property rights and copyrights to samples, cost estimates, drawings and similar information of a tangible and intangible nature - also in electronic form; they may not be made accessible to third parties.

3 Customs & export control legal requirements

- 3.1 The ordered goods may be subject to export restrictions of the Federal Republic of Germany, the European Union and the United States of America. The Purchaser undertakes to comply with all laws and regulations in this respect. If the shipment of the goods is opposed by national or international regulations, in particular export control regulations, embargoes or other sanctions, the supplier shall be entitled to withdraw from the contract immediately, unless the contract is already void due to § 134 BGB.
- 3.2 BEKO TECHNOLOGIES shall conclude all contracts subject to the granting of an export license, if such a license is required under applicable law. Upon request, the Purchaser shall provide all necessary information and documents, e.g. end-use declarations; if these conditions are not met after unsuccessfully setting a grace period, the

Supplier shall be entitled to withdraw from the contract without the Purchaser being entitled to compensation or damages.

- 3.3 Insofar as BEKO TECHNOLOGIES issues non-dual use declarations for delivered goods, this shall not exempt Purchaser from the examination of the need for approval under export law with regard to the shipment of the goods to third countries outside the EU. If the export of the goods is intended by the Purchaser or a third party - e.g. a customer of the Purchaser - the Purchaser shall provide the Supplier upon request with the name, country of the end user and a description of the end use. The Supplier may use this information only for the purpose of complying with the export regulations.
- 3.4 The customer must send proof of export within 2 weeks after collection if the goods are exported from the European Union.

4 Prices & Payment

- 4.1 In the absence of any special agreement, the prices shall apply to delivery in accordance with EXW Incoterms® as amended from the manufacturing plant in Neuss, Nepthen or Löffingen.
- 4.2 The prices quoted include the costs or charges for the product packaging of a standard product as well as the product documentation that must be supplied by law in Germany.
- 4.3 Not included in the price are all other costs and charges, in particular
 - for the packaging of customized products,
 - for the shipping packaging,
 - for the preparation of additional declarations and documents (e.g. customs documents, manufacturer's declarations, certificates) and their dispatch, as well as
 - for any additional expenses due to change requests of the purchaser after conclusion of the contract.
- 4.4 All prices are subject to the applicable statutory value added tax, which is shown separately on invoices.
- 4.5 If the order value exceeds 10,000 Euros, BEKO TECHNOLOGIES shall be entitled to demand payment from the Purchaser in such a way that 1/3 of the invoice amount is payable upon receipt of the order confirmation, 1/3 upon notification of readiness for shipment and the outstanding balance 30 days after invoicing.
- 4.6 All payments shall be made in Euro to one of the business accounts of BEKO TECHNOLOGIES. Deviating methods of payment require prior written agreement with the management of BEKO TECHNOLOGIES.
- 4.7 Payment must be made within 30 days of the invoice date without deduction.
- 4.8 The Purchaser shall only have the right to set-off against claims of the Supplier if and to the extent its counterclaims have been legally established, are undisputed or have been acknowledged in writing by BEKO TECHNOLOGIES. Any rights of retention of the Purchaser shall remain unaffected, but shall be limited to claims arising from the contractual relationship.

5 Delivery times

- 5.1 Delivery periods and dates shall only be deemed to have been agreed as binding if they have been expressly promised in writing in the order confirmation.
- 5.2 The Supplier shall be entitled to extend the delivery dates or deadlines if
 - the Purchaser fails to comply in a timely manner with the obligations set forth in Section 3 of these Terms and Conditions,
 - the customer has not made payments to be made,
 - no correct and/or timely self-delivery of the supplier takes place,
 - delays occur due to force majeure and due to events that make it impossible for the supplier to deliver on time (this includes in particular labor disputes, strikes, lockouts, pandemics, etc.),
 - the purchaser subsequently submits requests for changes regarding the product or the order processing.

In the above-mentioned cases, the supplier shall be entitled to postpone the delivery by the duration of the delay plus the necessary start-up time. BEKO TECHNOLOGIES shall notify the Purchaser

without delay of the adjustment of the delivery date and the reason for the adjustment.

- 5.3 In the event of delays in delivery, the duration of which cannot be foreseen, the Supplier shall be entitled to withdraw from the contract in whole or in part due to a part of the delivery not yet fulfilled. In the event of withdrawal or partial withdrawal, the Supplier shall immediately inform the Purchaser of the non-availability of the goods and shall immediately refund any payments made.
- 5.4 Partial deliveries are permitted - if reasonable.
- 5.5 The delivery period shall be deemed to have been complied with if readiness for dispatch has been notified or the goods have left the Supplier's works by the time of its expiry. Insofar as an acceptance has to take place, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - , alternatively the notification of readiness for acceptance.
- 5.6 Liability for delay in delivery shall be governed by Section 11 of these Terms and Conditions.

6 Default of acceptance

- 6.1 If the Purchaser fails to designate a forwarding agent or carrier to the Supplier at least 1 week prior to the delivery date, BEKO TECHNOLOGIES shall be entitled but not obligated, in order to avoid storage, to commission a carrier to pick up and transport the goods at the Purchaser's expense and risk after unsuccessfully setting a grace period in substitute performance for the Purchaser.
- 6.2 If the Purchaser refuses to accept the goods or to accept the delivery without being entitled to do so and if the Supplier withdraws from the contract in accordance with § 323 BGB, the Supplier shall be entitled to claim liquidated damages in the amount of 25% of the net order value in the case of standard products and 100% in the case of customized products, even without providing evidence of the actual damage incurred and without prejudice to the possibility of claiming higher actual damages. The Purchaser shall be at liberty to demonstrate and prove a lower actual damage.

7 Intellectual property, copyrights & proprietary rights

- 7.1 BEKO TECHNOLOGIES retains title and copyright to all illustrations, drawings, calculations and other documents or similar information of a tangible and intangible nature. They may only be made accessible to third parties with the prior consent of BEKO TECHNOLOGIES; this applies in particular to documents or plans designated as confidential.
- 7.2 If deliveries are made in accordance with drawings or other information provided by the Purchaser and if the property rights of a third party are infringed thereby, the Purchaser shall indemnify BEKO TECHNOLOGIES internally against all claims of the third party.

8 Retention of title

- 8.1 All goods sold shall remain the property of the Supplier until all its claims against the Purchaser arising from the business relationship have been settled. Included are all fees and all other claims against the purchaser from the current business relationship as well as all future claims arising from contracts concluded at the same time or later. This shall also apply if individual or all claims of the Supplier have been included in a current invoice and the balance has been struck and acknowledged.
- 8.2 The Purchaser shall be obliged to treat the goods subject to the retention of title with care and to insure them at its own expense against any form of destruction at replacement value for the duration of the retention of title. Costs for maintenance and repair work shall also be borne by the Purchaser during the retention of title, even if such work is carried out by BEKO TECHNOLOGIES.
- 8.3 The Purchaser is obliged to keep careful records in order to ensure the permanent traceability of the goods subject to the Supplier's retention of title.
- 8.4 In the event of seizure or confiscation or other dispositions by third parties, the Purchaser shall notify the Supplier thereof without undue delay.

8.5 The Purchaser is entitled in the ordinary course of business to resell the goods and to re-license them and to collect the resulting receivables. However, he hereby assigns to BEKO TECHNOLOGIES all claims in the amount of the final invoice amount (including statutory value added tax) of the supplier's claim accruing to him from the resale against his customers or third parties, irrespective of whether the goods subject to the security interest were resold without or after processing.

- 8.6 BEKO TECHNOLOGIES shall be entitled to collect the claims assigned to it itself. For this purpose, the Purchaser shall, upon request, inform the Supplier of the names and addresses of the purchasers of the goods subject to the security interest. The Supplier is authorized to notify the Purchaser's customers of the assignment of claims at any time. BEKO TECHNOLOGIES undertakes not to assert or apply the rights referred to in this paragraph as long as the Purchaser meets its payment obligations from the proceeds received, is not in default of payment and, in particular, as long as no application for the institution of insolvency proceedings has been filed or no suspension of payments has occurred.
- 8.7 The processing, combination or transformation of the goods subject to retention of title by the Purchaser shall always be carried out for the Supplier. If the goods subject to the retention of title are inseparably mixed or combined with other items not belonging to the Supplier, BEKO TECHNOLOGIES shall acquire co-ownership of the new or combined item in the ratio of the value of the transformation of the goods subject to the retention of title (final invoice amount, including VAT) to the other item(s) at the time of mixing or combining. The Purchaser shall hold the sole or co-ownership thus created in safe custody for the Supplier.

9 Inspection obligations & transport damage

- 9.1 The purchaser is responsible for an incoming goods inspection in accordance with § 377 HGB.
- 9.2 In the event of recognizable transport damage, BEKO TECHNOLOGIES must be notified immediately. If transport damage can only be detected after removal of the packaging, the notification period shall be one week from the arrival of the goods at the place of destination; if the notification of transport damage is made more than two weeks after handover to the collector or dispatch of the goods by the supplier, the Purchaser shall provide evidence of the time of arrival of the goods at the place of destination and, if necessary, prove this. Section 377 (3) of the German Commercial Code (HGB) shall apply to notifications that are not made in due time.
- 9.3 The Purchaser shall be responsible for the proper handling of transport damages, including the holding of the Purchaser liable pursuant to Section 439 (3) of the German Commercial Code (HGB) against all alleged perpetrators of the damage; this shall also apply if BEKO TECHNOLOGIES has commissioned a carrier with the transport in lieu of the Purchaser.

10 Warranty

- 10.1 BEKO TECHNOLOGIES only assumes warranty
 - for the defect-free condition and usability of the goods within the scope of the intended use specified for the product in the product documentation provided,
 - for the merchantability as well as the actual and legal operational readiness of the goods in the territory of the Federal Republic of Germany, unless BEKO TECHNOLOGIES has made further statements in product information or publicly.
- 10.2 Only the direct purchaser shall be entitled to claims due to defects and such claims shall not be assignable.
- 10.3 The Purchaser shall only be entitled to inspect and, if necessary, remedy defects itself or through a third party engaged by it in urgent cases (e.g. due to a risk to operational safety or to avert disproportionately large damage). The Supplier shall be informed immediately of the existence of an urgent case; the Purchaser shall prove its existence at the Supplier's request. The Purchaser shall choose the most economical of all suitable and reasonable possibilities for inspection

and elimination of defects. The supplier's recognizability of a warranty case requires the provision of appropriate and meaningful information to the supplier (e.g. reports, photos).

11 Liability

- 11.1 For damage that has not occurred to the goods themselves, the supplier shall be liable - for whatever legal reasons - only
- in the event of intent and gross negligence,
 - in case of culpable injury to life, body, health,
 - in the case of defects which he has fraudulently concealed,
 - within the scope of a guarantee commitment,
 - in the event of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.
- 11.2 When using the goods as a basic material or partial product of its own products, the Buyer shall be obliged to comply with its duty to warn when placing the final product on the market, also with regard to the goods delivered by the Supplier. In the internal relationship, the purchaser shall indemnify the supplier against the assertion of claims in the event of a breach of this obligation upon first request.
- 11.3 In the event of culpable breach of material contractual obligations, the Supplier shall also be liable in the event of simple negligence, but limited to reasonably foreseeable damage typical for the contract.
- 11.4 Further claims are excluded.

12 Limitation

- 12.1 All claims of the Buyer - on whatever legal grounds - shall become statute-barred after 24 months; this shall also apply to the limitation of recourse claims in the supply chain pursuant to Section 445b (1) BGB. The suspension of the statute of limitations pursuant to Section 445b (2) BGB shall remain unaffected; it shall end no later than five years after the date on which the supplier delivered the goods to the seller.
- 12.2 These provisions on the limitation of recourse claims and on the suspension of expiry shall not apply if the last contract in this supply chain is a consumer goods purchase. The statutory periods shall apply to claims for damages pursuant to Section 11.1, unless other periods have been agreed within the scope of a warranty commitment or otherwise.
- 12.3 The statutory periods shall also apply to defects of a building or to delivery items which have been used for a building in accordance with their customary use and have caused its defectiveness.

13 Software usage

- 13.1 Insofar as software is included in the scope of delivery, the Buyer shall be granted a non-exclusive right to use the delivered software including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.
- The Purchaser may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 69 a ff. UrhG). The Purchaser undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the Supplier's prior express consent.
- 13.2 All other rights to the software and the documentation, including the copies, shall remain with the supplier or its upstream supplier. The granting of sublicenses is not permitted.

14 Disposal of old equipment

- 14.1 In accordance with the requirements of the EU Directive (WEEE 2012/19/EU) and the ElektroG, the supplier is licensed in Germany with the *stiftung elektro-altgeräte register (ear)* as a manufacturer/distributor with the brand BEKO TECHNOLOGIES GMBH under registration no. DE 86830482.
- 14.2 The supplier does not assume any disposal obligation for old devices of non-private users after termination of use.

15 Miscellaneous & Final Provisions

- 15.1 Declarations and notifications of the Purchaser vis-à-vis BEKO TECHNOLOGIES, e.g. setting of deadlines, notifications of defects, declarations of rescission or reduction of the purchase price, shall only be effective if made in text form.
- 15.2 The place of performance shall be the respective delivering plant of BEKO TECHNOLOGIES in Neuss, Netphen or Löffingen.
- 15.3 The place of jurisdiction for all disputes arising from the contract is Neuss.
- 15.4 The law of the Federal Republic of Germany (excluding the UN Convention on Contracts for the International Sale of Goods) shall apply exclusively.
- 15.5 Insofar as individual provisions of the contractual relationship are invalid, this shall not affect the validity of the remaining provisions.

Status: April 2023