

General Terms and Conditions of Sale and Delivery No.: 1/2024 of SorCool GmbH (hereinafter: SorCool)) (as of: November 2024))

Terms of Sale and Delivery under German law.

§ 1 Scope of Application

(1) Our deliveries, services and offers are made exclusively on the basis of these terms and conditions. Counter-demands or terms and conditions of the purchaser that deviate from our sales and delivery terms we do not recognize, unless we have expressly agreed in writing to their applicability. Our sales and delivery terms apply even if we knowingly proceed with a delivery to the purchaser in contravention of opposing terms or terms deviating from our sales and delivery terms. By the time of receipt of our goods or services, our terms are deemed accepted. We expressly reject counter-confirmations by the purchaser and the reference to his terms of business or purchasing conditions. Our sales and delivery terms also apply to all future transactions with the purchaser. (2) All agreements made between us and the purchaser for the execution of this contract are set down in writing in this contract. (3) Our employees, with the exception of managing directors and authorized signatories, are not authorized to give oral side agreements or oral assurances. Actions of these employees require our express confirmation for effectiveness. (4) Our sales and delivery terms apply only to companies within the meaning of § 310 para. 1 BGB.

§ 2 Offer – Offer Documents

(1) If the order qualifies as an offer under § 145 BGB, we can accept it within two weeks. We are bound to our offer for 30 calendar days, unless something else is agreed in writing.

(2) The scope of delivery is governed by our written order confirmation, in the case of our offer with time-bound and timely acceptance the offer, provided there is no timely order confirmation. Side agreements and changes require our written or telecommunication confirmation.

(3) We reserve the right to make design changes insofar as they concern commercially customary and/or immaterial changes, in particular an improvement of the product. However, we are not obliged to implement such changes on already delivered products.

(4) The documents accompanying the offer, such as illustrations, drawings, weight and dimension specifications, are only approximate unless we expressly designate them as binding.

(5) To the documents belonging to the offer (e.g., illustrations, drawings, descriptions) we reserve ownership, copyright or other rights; they may be made accessible to third parties only if they have been expressly designated by us for disclosure to third parties.

§ 3 Prices

(1) Unless otherwise agreed, the prices in our price lists and offers are net cash (no deductions) including packaging, but excluding shipping, i.e. 'ex works', plus VAT at the statutory rate applicable on the day of invoicing. Invoicing takes place immediately after transfer of risk. In addition, we are entitled to issue an advance invoice within two weeks after notification of readiness for shipment for 100% of the value of goods.

(2) The deduction of cash discount requires a special written agreement. An agreed cash discount deduction presupposes timely fulfillment of all obligations of the customer towards us from the business relationship.

(3) Fixed prices require an explicit written agreement. With the exception of a fixed-price agreement, we reserve the right to adjust our prices reasonably if, after conclusion of the contract, cost reductions or cost increases occur, in particular due to tariff settlements or changes in material prices. We will provide evidence to the customer upon request. For orders of catalogue equipment, the price lists valid on the day of order are decisive. If the period between order and delivery exceeds 4 months, the list price in effect at the time of delivery is decisive. For orders of special equipment and installations, we reserve the right to charge a proportionate overhead surcharge for wage and material price increases that occur after bid submission up to the time of completion.

(4) Unbilled works will be charged at daily rates based on our certified man-hours plus any allowances and travel expenses and according to material used. Special or change requests by the customer after order confirmation or after commencement of production will also be charged separately.

(5) If no other due dates are agreed, our invoices are due within 7 days from the invoice date without deductions. We are entitled, despite the customer's contrary designation, to apply payments first to the oldest debt. If costs and interest have already accrued, we are entitled to allocate the payment first to costs, then to interest, and finally to the main item.

(6) In the case of installment payments, the entire remaining debt and all other claims become due if the customer is in arrears with at least one installment.

(7) If the customer pays by bank transfer, the payment is considered made when it is credited to our account. If payment is made by check, the payment is considered made as soon as the check is dispatched and credited to our account. The use of bills of exchange requires our prior approval in each individual case, and we reserve the right to impose special bill conditions. This also applies if the customer provides us with a check for partial or full.

Provision of the replacement amount available. Discount and exchange charges are to be borne by the buyer and to be paid immediately.

(8) If the purchaser is in default, we are entitled to charge interest from the relevant point in time at the rate charged by the commercial banks for open current account credit, but at least 9% above the applicable base rate.

(9) If the purchaser does not meet his payment obligations, in particular does not honour a cheque or bill of exchange, suspends payments or if other circumstances come to our knowledge that call his creditworthiness into question, we are entitled to declare the entire remaining debt due, even if we have accepted bills or cheques. In this case we are also entitled to demand prepayment or security, and to withdraw from the contract or claim damages for non-fulfilment after a reasonable grace period. (10) The purchaser is only entitled to retention, withholding or reduction, even if defects notices or counterclaims are asserted, if we have expressly consented in writing or if the counterclaims have been legally established or are undisputed.

§ 4 Delivery Time

(1) The delivery period starts with the dispatch of the order confirmation, but not before all documents, approvals, releases to be supplied by the purchaser have been provided, and the receipt of an agreed down payment. Furthermore, the start of the delivery period requires clarification of all technical questions.

(2) The delivery period is observed when the delivery item has left the works by the expiry date or when readiness for shipment has been communicated by us.

(3) The fulfilment of our delivery obligation also depends on the timely and proper fulfilment of the purchaser's obligations. The plea of non-fulfilment of the contract remains reserved. If the purchaser is in acceptance delay or culpably violates other cooperation duties, we are entitled to claim the damage arising to us in this respect, including any additional costs. Further claims remain reserved.

(4) The risk of accidental loss or deterioration of the ordered item passes to the purchaser at the moment when he is in acceptance or default of payment.

(5) We are entitled to postpone delivery or performance for the duration of a hindrance plus a reasonable start-up time, or to withdraw from the contract in whole or in part due to delays in delivery and performance caused by force majeure and events that make delivery substantially more difficult or impossible for us. This also includes subsequently occurred material property difficulties, operational disturbances, strikes, lockouts, lack of personnel, lack of transport, regulatory orders, etc., even if they occur with our supplier or their sub-suppliers, as long as they are not to be borne by us or our sub-suppliers. This does not apply where we are already in default.

(6) If the hindrance within the meaning of § 4 (5) lasts longer than 3 months, the purchaser is entitled, after reasonable extension of a deadline, to withdraw from the contract with respect to the part not yet fulfilled.

(7) If we are in default, the purchaser is entitled to late payment damages of 0.5% for each completed week of delay, but in total only up to 5% of the invoice value.

of the deliveries and services affected by default. Claims beyond this, including any kind of damages, are excluded unless we caused the default entry grossly negligently or intentionally.

(8) If manufacturing, shipping or assembly is delayed for reasons not attributable to the orderer and he does not accept our performance despite a request and deadline, we are entitled to charge from the expiry of the deadline the storage costs arising, in storage at our plant at least 1/2 of 100 of the invoice amount for each month as a lump-sum delay damage. Further statutory claims are reserved, in particular increased wage, material and production costs as well as costs for arising downtime passed on to the orderer. The orderer has the right to prove to us that, due to his delay, no damage or a lower damage has occurred. We are entitled, after setting and failure of a reasonable period, to dispose of the delivery object otherwise and to supply the orderer with a reasonably extended period.

(9) If assembly is agreed by us, the customer must ensure unobstructed installation of our products and access.

§ 5 Shipment and Passing of Risk

(1) Shipping is ex works at the expense of the orderer. In the absence of written instruction, we arrange shipment to the best of our judgment, but excluding liability for the choice of the cheapest and fastest shipping method.

(2) The mode of transport, the shipping method, route and the type and scope of necessary protective equipment and the choice of the forwarder or carrier, as well as the packaging, are at our discretion. This is done with due care and applicable diligence, excluding all liability. At the request of the orderer, the shipment can be insured by us at his expense against theft, breakage, transport, fire and water damage, and other insurable risks.

(3) Transport and all other packaging according to the Packaging Ordinance are not taken back; pallets are excepted. The orderer is obliged to dispose of the packaging at his own expense.

(4) The risk passes to the orderer as soon as the shipment has been handed over to the person performing the transport or has left our plant for dispatch. If shipping becomes impossible without our fault, the risk passes to the orderer upon notification of readiness for shipment. Delivered items, even if they have minor defects, must be accepted by the orderer without prejudice to the rights under § 3.

(5) If the orderer is in default with acceptance of goods or with payment in whole or in part, we are entitled, after the expiry of a reasonable deadline set by us, to terminate the contract. Furthermore, we are entitled to charge either the actually incurred costs or a flat 1% of the invoice value of the deliveries and services affected by the delay for each completed week of the delay - but not more than 5% of the invoice value. The right of withdrawal also exists if circumstances become known after conclusion of the contract indicating that the financial ability of the orderer at the time of contract conclusion or subsequently endangers our claim for payment and the orderer is not willing to perform against promise to pay or provide security despite a reminder. This also applies if the orderer makes false statements about his assets or creditworthiness. We

are further entitled to withhold from the customer the sale, mixing, processing and handling, to refuse and to demand immediate payment of all deliveries and to make further deliveries under this or other contracts wholly or partly dependent on payment. Furthermore, the customer is obliged, at our request, to store separately at his own expense the goods supplied by us, to mark them, and to make them ready for collection.

(6) Partial deliveries are permissible.

§ 6 Retention of title

(1) Until full payment of the total liabilities arising from the business relationship (including any ancillary claims and any expenses undertaken in the customer's interest), the following securities are granted to us and, upon request of our customer, released at our discretion, insofar as their value sustainably exceeds the claim by more than 20%.

(2) The goods remain our property. In case of contract breach by the customer, in particular in case of payment default, we are entitled to reclaim the purchased item. Reclaiming the purchased item by us does not constitute withdrawal from the contract, unless we have expressly declared this in writing. In the seizure of the purchased item by us there is always a withdrawal from the contract. After reclaiming the purchased item, we are authorized to dispose of it; the proceeds of exploitation are to be offset against the customer's liabilities – minus reasonable exploitation costs.

(3) The customer is obliged to treat the purchased item with care, in particular to insure it at his own expense against fire, water and theft damages adequately at replacement value. If maintenance and inspection work is required, the customer must carry it out at his own expense in a timely manner.

(4) Processing and modification by the customer is always done for us as the manufacturer, but without obligation for us. If our (co-)ownership is terminated by connection, it is agreed now that the customer's (co-)ownership in the unified item, by value share (invoice value), passes to us. The customer keeps our (co-)ownership free of charge. Goods in which we hold co-ownership are hereinafter referred to as reserved goods. In case of a current account relationship, the reserved ownership serves as security for our balance claim, even if payments are made on designated claims. A balance is deemed acknowledged if the customer does not object within 2 weeks after receipt of the statement.

(5) The customer is entitled to process the reserved goods in proper business transactions and to sell them under retention of title, as long as he is not in default. Attachments or security assignments are not permitted. The claims arising from resale or other legal grounds (insurance, tort) concerning the reserved goods (including balance claims from the current account) are hereby assigned to us by way of security in full. We authorize him to collect the assigned claims on our behalf and revoke his authorization if necessary. At our request, the customer will disclose the assignment and provide us with the required information and documents.

(6) In case of access by third parties to the reserved goods, the customer will indicate our ownership and notify us immediately. The customer bears the costs and damages.

(7) If the customer does not meet his payment obligations or suspends payment or does not present a bill of exchange or check, the supplier is entitled to immediately take possession of the reserved goods at any time.

§ 7 Warranties and Liability

(1) If the delivered object is defective or lacks warranted features or becomes defective due to manufacturing or material defects within the warranty period, the buyer's warranty claims shall initially be limited to delivery of replacement or repair at our option within a reasonable period. Only in the event of failure of the subsequent performance may the buyer, at his choice, demand rescission of the purchase or a reduction of the consideration. The failure of subsequent performance in the case of repair generally requires two unsuccessful attempts, provided this is reasonable. For third-party products that are essential components of the delivery item, our liability may initially be limited to the assignment of claims we have against the suppliers of the third-party product. The assigned claims are governed by § 439 BGB for subsequent performance or replacement delivery. If we exercise this right, the buyer does not have a right of withdrawal. In the event of failure of subsequent performance or replacement delivery, a reduction of the consideration may be demanded. Only after a prior unsuccessful extrajudicial demand on the third party do the previously blocked warranty claims against us come back to life.

(2) The involvement of the third party is particularly unsuccessful if this party has rejected the warranty claims, has fallen into insolvency, or the statute of limitations for warranty claims against the third party has already occurred.

(3) Obvious defects, in particular transport damage, short deliveries and incorrect deliveries must be reported immediately, but at the latest within two days of receipt of the goods. Claimed goods may not be processed, manufactured, or installed. (4) The customer must notify us of other defects without delay, at the latest within two weeks, without prejudice to the rule in para.

(2) , after receipt of the delivery item, notify in writing or by telecommunication. The defective delivery items must be kept in the condition in which they are at the time of discovery of the defect for our inspection. Defects that could not be discovered even with careful examination within this period must be communicated to us immediately after discovery in writing or by telecommunication. We do not assume liability for defects in the purchased item that are due to improper handling, whether by third parties or the buyer himself, unless the damages are due to our fault. The burden of proof lies with the buyer.

(5) The warranty period is 24 months for goods used in buildings according to their usual intended use, and 12 months for all other goods. The 12-month warranty period applies especially to interchangeable technical components, in particular engines, fans and valve drives.

(6) The customer undertakes to, in addition to the previous written or telecommunication notification of existing defects already stated in para. (3), only to return faulty goods after we have communicated a corresponding damage indicator with which one

Assignment of its goods to a specific order within the framework of a prompt processing of defects is made possible. The costs of shipping are reimbursed to the orderer by us, provided the goods are indeed defective. If the orderer does not grant us the opportunity for cure, we are released from our liability. Only in urgent cases of endangering plant safety or to avert disproportionately large damages, where we must be notified immediately, or when we are in delay with the rectification of the defect, the orderer has the right to have the defect remedied himself or by third parties and to demand reimbursement of the necessary costs from us.

(7) No warranty is assumed for damages arising from any of the following reasons:

- due to wear and natural aging
- for dynamically stressed components and products
- in case of unauthorized assembly or unauthorized commissioning by the orderer or third parties
- in case of unsuitable or improper use
- in case of faulty or negligent handling
- in case of failure to observe the operating and maintenance instructions
- in case of failure to observe the technical documentation
- in case of the use of unsuitable operating resources
- in the event of changes or repair work carried out by the orderer or third parties without authorization
- in case of unsuitable ground or mounting location
- in chemical or electrochemical influences, provided they are not attributable to the supplier.

If rectification or replacement delivery becomes impossible or the orderer has set us an appropriate grace period for rectification or new delivery without success, he is entitled to withdraw from the contract. This right exists for the orderer in the event of missing warranted characteristics from the outset.

(8) We provide warranty for replacement delivery and corrective action in the same scope as for the original delivery item.

(9) We provide our customers with information and advice to the best of our knowledge regarding the use of our products. We are liable beyond statutory regulations only if a special fee has been agreed, because our liability is limited to at most 25% of the special fee, unless we have caused damage through gross negligence or intentional conduct.

(10) Claims for damages arising from contractual breaches of duty and from unlawful acts are excluded, both against the user and against their fulfillment and auxiliary agents, unless intentional or grossly negligent conduct exists. This does not apply to errors affecting a main performance obligation. This exclusion of liability does not apply in case of absence of properties that are warranted when the warranty is intended to protect the buyer against damages not arising from the delivery item itself (so-called consequential defects).

The liability is limited to the contractually typical damage reasonably foreseeable at the time of contract formation, in any case to the maximum coverage amount of our liability insurance. From

these liability exclusion provisions do not affect the claims of the injured party for damages to his person or to his privately used property under the Product Liability Act.

(11) Further claims by the purchaser, in particular claims for damages, for any legal reason, are excluded. We are not liable for damages that did not arise from the delivered goods themselves and not for other financial losses of the purchaser. The liability disclaimer does not apply to personal injury. It does not apply to other damages to the extent the cause of the damage is based on intentional or gross negligence. Finally, it does not apply to damage arising from the absence of a characteristic that we have guaranteed.

(12) Persons engaged by us to inspect defects are not authorized to acknowledge defects or to make binding statements on our behalf.

(13) The provisions on recourse claims by merchants supplied by us under §§ 478, 479 BGB remain unaffected by the foregoing. They apply with the proviso that our purchasers (agency representatives) undertake to label any alterations or modifications made after delivery of the ordered goods. We do not provide warranty for defects arising in connection with unauthorized modifications by the purchasers before forwarding to the consumer. If the purchaser breaches the labeling obligation and it later turns out that a modification-based defect exists in the item, the purchaser is liable to us for the replacement of the costs incurred in remedying the defect. Our liability for intent and gross negligence remains unaffected.

§ 8 Export

(1) The purchaser shall inform, within one week after receipt of the order confirmation, into which country the delivery is to be made. The purchaser shall inform themselves of the applicable regulations and directives regarding import into the destination country. Regardless of whether the purchaser specifies the final destination of the delivered products, it is the purchaser's responsibility to obtain any necessary approvals from the respective external trade authority before exporting such products. The supplier has no obligation to provide information.

(2) The purchaser shall ensure compliance with the currently applicable AWG/AWV/EC Dual-Use Regulations as well as U.S. export controls and inform the supplier of all applicable provisions. If the purchaser intends to re-export, they are obliged to obtain the necessary permits.

(3) Any further delivery of products by the purchaser to third parties – with or without our knowledge – simultaneously requires the transfer of export license conditions. The purchaser is fully liable for non-compliance with the relevant provisions.

(4) The contract with the purchaser is expressly subject to compliance with the provisions of the valid AWG/AWV/EC Dual-Use Regulations and U.S. export controls. If we do not deliver to the purchaser due to the above provisions, this purchaser expressly waives any claims of any kind against us.

§ 9 Data Protection, Intellectual Property Warning

(1) We inform customers in accordance with the provisions of the Data Protection Act that we process their personal data required for handling the business relationship using electronic data processing and internal to the company.

(2) If third parties assert violations of industrial property rights against the purchaser regarding the delivery item, the purchaser is obliged to inform us immediately.

§ 10 Jurisdiction, partial nullity, applicable law

(1) Exclusive place of jurisdiction is Halle (Saale).

(2) The substantive law of the Federal Republic of Germany applies exclusively. The Uniform Laws on the International Sale of Movable Goods are not applicable.

(3) If any provision of these terms and conditions or any provision within the framework of other agreements is or becomes invalid, the validity of all other provisions or agreements shall not be affected. The invalid provision shall be replaced by a valid provision that most closely achieves the economic purpose pursued with it.

(4) As of 01.11.2024, only these General Sales, Delivery and Payment Terms apply to newly concluded contracts.

§ 11 Termination of the contract

Contracts are binding for the contracting parties. If we agree in individual cases to your cancellation request (cancellation), our charge for cancellation is calculated as follows:

- 10% of the agreed purchase price including all ancillary services upon receipt of the order confirmation,
- 30% of the agreed purchase price including all ancillary services 30 days after receipt of the order confirmation,
- 40% of the agreed purchase price including all ancillary services plus the total price for customer-specific options that fall away, starting production of the respective machine
- 100% of the agreed purchase price including all ancillary services plus the total price for customer-specific options after completion of the machine,

Customer-specific options include: special attachments, special constructions, control expansions, machine options, tool loading as well as tool accessories.

There is no entitlement to approve your cancellation request. We are always entitled to demand the full agreed purchase price.

