

	General Terms of delivery	Status	Approved
		Index	B
		Created by / Date	January 13, 2017
		Amended by / Date	September 3, 2025
		Page:	1 by 8

General Terms and Conditions of Delivery (ALB)

Aicher Präzisionstechnik GmbH & Co. KG

I. Scope of application and contractual basis

Our deliveries are governed exclusively by the individually negotiated contractual agreements and our GTC. We do not recognize any other general terms and conditions of business or purchase, even if the delivery is carried out without reservation. In the case of ongoing business relationships or framework agreements, our GTC also apply to all future delivery relationships until our new terms and conditions of delivery come into effect. By accepting our goods, the customer expresses their agreement with our GTC.

II. Product advice and responsibility

We provide all forms of advice, both verbal and written, to the best of our knowledge based on our experience. Information and details regarding the suitability and application of our goods are non-binding and do not exempt the customer from conducting their own tests and trials. The customer is responsible for complying with legal and official regulations when using our goods.

III. Offers and call-off orders

We can accept orders within 6 weeks. Our offers are subject to change without notice, unless otherwise stated in the order confirmation. A legally binding contractual relationship with the customer only exists once we have confirmed the order in writing, which can also be done by fax or electronically without a signature; the same applies to contract amendments or additions. Our written order confirmation is binding for the scope, type, and time of delivery.

Call-off orders are concluded for a maximum period of 12 months, whereby call-off dates and quantities must be specified when the order is placed. In the case of call-off orders, the last delivery must be made no later than one year after we receive the order. If these deadlines expire without a call-off, we are entitled to deliver the ordered goods even without a call-off and to charge the customer for them.

In the case of call orders without agreed terms, production batch sizes, and acceptance dates, we may demand a binding commitment in this regard no later than 3 months after order confirmation. If the customer does not comply with this request within 3 weeks, we shall be entitled to set a two-week grace period and, after its fruitless expiry, to withdraw from the contract or to refuse delivery and claim damages.

If the contract quantity is exceeded by the individual call-offs, we shall be entitled, but not obliged, to deliver the surplus. We may charge for the surplus at the prices valid at the time of the call-off or delivery.

We reserve ownership rights and copyrights to all documents provided by us to the customer. Disclosure or transfer to third parties requires our written consent. If the order is not placed (), all documents must be returned immediately and free of charge upon request. The customer's documents may be made available to third parties to whom we wish to transfer deliveries or services. Orders must be placed in writing; orders placed by telephone are executed at the customer's risk.

	General Terms of delivery	Status	Approved
		Index	B
		Created by / Date	January 13, 2017
		Amended by / Date	September 3, 2025
		Page:	2 by 8

IV. Prices and price changes

In principle, our prices quoted in EURO are "ex works" plus the value-added tax, customs, freight, packaging, and insurance costs applicable on the day of delivery. Value-added tax is shown separately on the invoice. The prices apply to the individual order, not retroactively or to future orders. Repeat orders are new orders.

Surcharges and additional charges to the agreed remuneration are permissible if circumstances such as increases in material costs, wages or energy costs, increases in public charges, etc., force us to do so and the delivery or service is to take place more than 4 months after conclusion of the contract. In the event of other price increases, the customer has the right to withdraw from the contract if the list price has risen significantly more than the general cost of living. Deliveries from follow-up orders that take place after the date of a price change will be charged at the new prices, without the customer having the right to withdraw from the contract.

V. Scope of delivery and legal information

Our order confirmation is decisive for the content and scope of the contract. Partial deliveries are permissible provided that this does not result in any disadvantages for use. They must be paid for separately on the corresponding partial invoice. If payment for a partial delivery is delayed, we are entitled to refuse further execution of the order. For technical reasons, we reserve the right to make excess or short deliveries within the scope customary in the industry, up to a maximum of 10% of the agreed order quantity. Technical changes that prove necessary for manufacturing reasons, for reasons of product maintenance, due to legal requirements or for other reasons are permitted. If the customer becomes aware of any changes, they must notify us immediately if they consider these to be inadmissible. For tests in which certain temperatures, times, and other measurement or control values are to apply, the corresponding measurement methods must be specified and agreed upon by both parties upon conclusion of the contract. If no specification is made, our measurement methods shall apply. The weight and quantity of the delivered goods as determined by us shall be decisive for the calculation. Orders based on drawings, sketches, or other information provided to us shall be executed at the risk of the customer. If we infringe on third-party property rights as a result of executing such orders, the customer shall indemnify us against claims by third-party rights holders. The customer shall bear any further damages. We are entitled to process data in accordance with the Federal Data Protection Act; the customer agrees to this.

VI. Delivery periods and delays in delivery

The delivery period shall commence at the earliest upon dispatch of the order confirmation. The commencement of the delivery period specified by us is subject to the complete clarification of all technical questions. Compliance with the deadline requires the timely receipt of all documents to be supplied by the customer, necessary approvals, releases, the timely clarification and approval of plans, compliance with the agreed terms of payment and other obligations, as well as the timely delivery of the items provided by the customer. Otherwise, the deadline shall be extended accordingly. The delivery periods stated by us are approximate. Unless otherwise agreed, the delivery period shall be determined on the basis of the correct and timely delivery to us, applying the necessary care to conclude congruent covering transactions. Compliance with our delivery obligations is conditional upon the timely and proper fulfillment of the customer's obligations to cooperate.

The delivery period shall be deemed to have been met if the shipment has been dispatched within the delivery period or notification of readiness for delivery has been given. If delivery is delayed for reasons for which the

	General Terms of delivery	Status Index Created by / Date Amended by / Date Page:	Approved B January 13, 2017 September 3, 2025 3 by 8
---	---	---	---

customer is responsible, the deadline shall be deemed to have been met upon notification of readiness for dispatch within the agreed period. The originally agreed delivery period shall be waived if the order is changed with our written consent.

War, civil war, export restrictions or trade restrictions due to a change in political circumstances, as well as strikes, lockouts, operational disruptions, operational restrictions, and similar events that make it impossible or unreasonable for us to fulfill the contract are considered force majeure and release us from the obligation to deliver on time. In such cases, we shall be entitled to either extend the delivery period by the duration of the force majeure event or to withdraw from the contract in whole or in part. The customer shall not be entitled to claim compensation for any damages incurred as a result.

Our liability for delays in performance shall be governed by the statutory provisions in cases of intent or gross negligence on our part or on the part of a representative or vicarious agent. However, our liability in cases of gross negligence shall be limited to the foreseeable damage typical for this type of contract.

In the event of default in payment, we shall be entitled to withhold further deliveries until all due invoices have been settled.

VII. Cancellation costs

If the customer withdraws from a placed order, we may, without prejudice to the possibility of claiming higher actual damages, demand 10% of the sales price for the costs incurred in processing the order and for lost profits. The customer reserves the right to prove that the damage was less.

VIII. Packaging regulations

Unless otherwise agreed, we shall determine the type and scope of packaging. The choice of packaging shall be made with due care and at our discretion. Disposable packaging shall become the property of the customer.

IX. Transfer of risk and shipping

In principle, delivery is agreed "ex works." The risk is transferred to the customer as soon as the shipment has been handed over to the person performing the transport or has left our warehouse for the purpose of shipment. Even if carriage paid delivery has been agreed, delivery is at the risk of the customer. If shipment is delayed at the customer's request, the risk is transferred to the customer upon notification of readiness for shipment. Unless otherwise agreed in writing, we shall determine the means of transport and the transport route. In the event of damage or loss of the goods during transport, an inventory shall be taken immediately and we shall be notified thereof.

If shipment or delivery is delayed at the request of the customer, we shall charge storage fees of 1% of the invoice amount for each month or part thereof, up to a maximum of 5% of the net amount, unless otherwise agreed upon proof of higher damages. The customer reserves the right to prove that the damage was less.

Returns may only be made via carriers commissioned by us. In this case, the cheapest shipping method must be chosen, taking into account transport safety.

	General Terms of delivery	Status	Approved
		Index	B
		Created by / Date	January 13, 2017
		Amended by / Date	September 3, 2025
		Page:	4 by 8

X. Breaches of contract

In the event of a breach of duty by the customer, in particular in the event of default in payment and non-acceptance of the delivery, we shall be entitled, after the unsuccessful expiry of a reasonable period of time set for the customer to perform, to withdraw from the contract and to take back the service provided, as well as to claim damages in lieu of performance. The statutory provisions regarding the dispensability of setting a deadline and asserting further claims to which we are legally entitled remain unaffected by this.

The customer may only withdraw from the contract within the framework of the statutory provisions if we are responsible for the breach of duty; in the event of defects, however, the statutory provisions shall remain in force. In the event of breaches of duty, the customer must declare within a reasonable period of time after being requested to do so by us whether he withdraws from the contract due to the breach of duty or insists on delivery. The purchaser's right to claim damages in the case of a mutual contract is excluded by the withdrawal.

XI. Terms of payment

Invoices for goods deliveries are due immediately upon receipt. We expressly reserve the right to accept bills of exchange or checks. Bills of exchange and checks are only accepted on account of payment and are only considered payment after they have been honored. No discount is granted for payment by bill of exchange. All payments are to be made free of charges. In the case of checks and bills of exchange, the customer shall bear the discount, collection, and other bank charges even without express agreement. Payments shall first be credited to costs, then to interest, and then to the older principal claim.

In the event of late payment, we may charge default interest at a rate of 9 percentage points above the respective base interest rate pursuant to § 247 BGB p.a. We may prove higher damages caused by default. The customer shall only be entitled to set-off and retention rights against our claims if the counterclaim is undisputed or has been legally established.

If we become aware that a protest has been lodged against the customer's bill of exchange, that enforcement measures have been initiated against the customer, or that any other deterioration in the customer's financial situation has occurred, we may immediately assert any claims that are not yet due and any claims for which a bill of exchange or check has been given. In these cases, and if due invoices are not paid despite reminders, we may demand advance payment or security for future deliveries.

XII. Complaints and material defects

A complaint in accordance with § 377 HGB (German Commercial Code) is only considered timely if it is received by us immediately, at the latest within a period of 5 working days from receipt of delivery. In the case of hidden defects, this period shall apply from the time the defect is discovered. The notice of defects does not release the buyer from their payment obligations. If there is a defect in the item, we shall be entitled, at our discretion, to remedy the defect or deliver a replacement within a reasonable grace period to be set by the customer. In the event of rectification of defects, we shall only bear the expenses up to the amount of the agreed remuneration for the delivery. Without our prior written consent, the customer is not entitled to carry out unauthorized repairs to the delivered goods, even in urgent cases. If the rectification of defects or replacement delivery fails, the customer shall be entitled to withdraw from the contract or reduce the purchase price at his discretion.

Only the manufacturer's product description shall be deemed agreed as the quality of the goods. Claims for defects shall only exist in the event of a significant deviation from the agreed quality. Public statements,

	General Terms of delivery	Status	Approved
		Index	B
		Created by / Date	January 13, 2017
		Amended by / Date	September 3, 2025
		Page:	5 by 8

promotions, or advertising by us do not constitute a contractual description of quality. We do not provide the customer with any guarantees in the legal sense. Unless otherwise agreed, information in product descriptions and product specifications does not constitute a guarantee of the quality of the item or that the item will retain a certain quality for a certain period of time.

Recourse claims by the customer against us pursuant to § 478 BGB (German Civil Code) shall only exist insofar as the customer has not entered into any agreement with its customer that goes beyond the statutory claims for defects.

The limitation period for claims and rights due to defects is one year, provided that the customer is a merchant. However, this limitation period does not apply in the cases of § 438 (1) No. 1 BGB (legal defects in immovable property), § 438 (1) No. 2 BGB (buildings, items for buildings), § 479 (1) BGB or § 634a (1) No. 2 BGB.

The limitation periods according to clause 4 also apply to all claims for damages against us that are related to the defect, regardless of the legal basis of the claim. Insofar as claims for damages of any kind against us exist that are not related to a defect, the limitation period according to clause 4 sentence 1 applies to them.

The limitation periods according to clauses 4 and 5 shall not apply in cases of intent, if we have fraudulently concealed the defect, in cases of claims for damages in cases of injury to life, limb, health or freedom of a person, in cases of claims under the Product Liability Act, in cases of grossly negligent breach of duty or in cases of breach of essential contractual obligations.

The limitation period shall commence in all cases upon delivery, or upon acceptance in the case of work performance.

Unless expressly stated otherwise, the statutory provisions on the commencement of the limitation period, the suspension of expiry, the suspension and the recommencement of periods remain unaffected.

XIII. Liability provisions

Claims by the customer against us, regardless of their legal basis, are excluded unless otherwise specified below, in particular claims for compensation for damages that do not arise and/or exist on the delivered goods themselves (e.g., lost profits, consequential damages, other financial losses); This exclusion of liability shall not apply if we are mandatorily liable due to intent, gross negligence, or a guarantee promise, or if an essential contractual obligation has been breached, or in the event of injury to life, limb, or health. In the event of negligent but not grossly negligent breach, our liability shall be limited to compensation for typical, foreseeable damage (). The above provisions apply accordingly to the delivery of goods other than those specified in the contract.

The above exclusion and limitation of our liability for damages shall also apply mutatis mutandis to all cases of our liability for damages due to breach of obligations arising from legal transactions or legal transaction-like obligations and from tort. This disclaimer of liability does not apply if we are mandatorily liable due to intent, gross negligence, or a guarantee promise, or if an essential contractual obligation has been breached, in the event of injury to life, limb, or health, or in the event of damage resulting from tort. We shall also be liable for claims pursuant to Sections 1 and 4 of the Product Liability Act (Produkthaftungsgesetz) and for impediments to performance at the time of conclusion of the contract or for impossibility of performance for which we are responsible. If our liability for damages is excluded or limited, this shall also apply to the personal liability of our organs, employees, and vicarious agents.

The above-mentioned claims of the customer shall generally become time-barred 24 months after the end of the year in which the risk was transferred. If the statutory limitation period is shorter than 24 months, this period shall

	General Terms of delivery	Status	Approved
		Index	B
		Created by / Date	January 13, 2017
		Amended by / Date	September 3, 2025
		Page:	6 by 8

apply to the relevant claims of the customer. The reduction of the limitation period does not apply to claims arising from tort or product liability. 4. The statutory provisions on the burden of proof remain unaffected.

XIV. Contract amendments

If unforeseen events significantly change the economic significance or content of the delivery or service or have a significant impact on our operations, the contract shall be adjusted. If this is not economically justifiable, we shall be entitled to withdraw from the contract.

XV. Tools and materials provided

Unless otherwise agreed, tools, molds, devices, electrical and chemical aids, and the like—hereinafter referred to as "tools"—are our property, even if the customer has paid for them in whole or in part. This applies regardless of whether we manufactured the tools ourselves or had them manufactured by third parties commissioned by us.

We undertake not to manufacture or process any parts for third parties using tools for which the customer has borne the entire costs, as long as the customer places follow-up orders with us. This obligation shall expire without the customer being entitled to any claim for reimbursement of any kind against us if we do not receive any further orders within two years of the last order.

We shall store and maintain the tools free of charge. The costs of maintenance and repairs shall be borne by the customer. Our obligation to store the tools shall expire after the two-year period specified in paragraph 2.

The above provisions (paragraphs 1-3) do not apply to tools for generally customary and usable items.

XVI. Retention of title and securities

All delivered goods remain our property (reserved goods) until all claims, in particular the respective balance claims, to which we are entitled against the customer from the business relationship have been fulfilled. This also applies if payments are made on specially designated claims.

If the goods subject to retention of title are combined or mixed with other goods by the customer, we shall be entitled to co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our ownership expires due to combination, the customer hereby transfers to us the ownership rights to which he is entitled in the new item to the extent of the invoice value of the goods subject to retention of title and shall store them for us free of charge. The co-ownership rights arising hereunder shall be deemed goods subject to retention of title within the meaning of paragraph 1. We accept the transfer.

The customer may only sell the goods subject to retention of title in the ordinary course of business, under his terms and conditions, if they contain a comprehensive retention of title clause in accordance with these provisions, and as long as he is not in default, provided that the claims from the resale are transferred to us in accordance with paragraphs 4 and 6. The customer is not entitled to dispose of the goods subject to retention of title in any other way; in particular, the right to dispose of the goods subject to retention of title shall be deemed to be revoked without further notice if insolvency proceedings are initiated against the customer's assets or liquidation is initiated. The purchaser's claims from the resale of the goods subject to retention of title are hereby assigned to us. They serve as security to the same extent as the goods subject to retention of title. We hereby accept the assignment.

	General Terms of delivery	Status Index Created by / Date Amended by / Date Page:	Approved B January 13, 2017 September 3, 2025 7 by 8
---	---	---	---

If the goods subject to retention of title are sold by the customer together with other goods not sold by us, the assignment of the claim from the resale shall only apply to the amount of our invoice value of the goods subject to retention of title sold in each case. In the case of the sale of goods in which we have co-ownership shares in accordance with paragraph 2, the assignment of the claim shall apply to the amount of these co-ownership shares. If the goods subject to retention of title are used by the customer to fulfill a contract for work or a contract for work and materials, paragraphs 4 and 5 shall apply accordingly to the claim arising from this contract.

The customer is entitled to collect claims from the sale in accordance with paragraphs 3, 5, and 6 until our revocation, which is permissible at any time. We will only exercise the right of revocation in the cases specified in paragraph 3. The customer is not authorized to assign the claims to any other party. At our request, the customer is obliged to inform its customers immediately of the assignment to us, unless we do so ourselves, and to provide us with the information and documents necessary for collection. The customer is not permitted to pledge or transfer ownership of the reserved goods by way of security.

Our retention of title is conditional in such a way that, upon full payment of all claims, ownership of the goods subject to retention of title is automatically transferred to the customer and the customer is entitled to the assigned claims without restriction. If the value of the existing securities exceeds the secured claims by more than 20% in total, we shall be obliged, at the customer's request, to release securities of our choice to this extent. The realizable value of the securities shall be binding as the collateral value for the valuation of the securities.

The customer must notify us immediately of any seizure or any other threat to or impairment of our ownership and claim rights by third parties, handing over the seizure reports or other documents, and must do everything in its power to protect our rights.

We shall be entitled at any time to enter the purchaser's warehouse and business premises in order to remove, separate or mark the goods subject to retention of title. Upon request, the purchaser shall provide us with all relevant information about the goods subject to retention of title and hand over the necessary documents. The customer is obliged to comprehensively insure the reserved goods at his own expense in our favor and to provide us with proof of insurance upon request. He hereby assigns all insurance claims arising from this to us; we accept the assignment.

The assertion of our retention of title shall not be deemed a withdrawal from the contract. The purchaser's right to possess the goods subject to retention of title shall expire if he fails to fulfill his obligations under this or any other contract. We shall then be entitled to take possession of the goods subject to retention of title ourselves and, without prejudice to the purchaser's payment and other obligations towards us, to sell them at the best possible price by private sale or auction. The proceeds of the sale shall be credited against the purchaser's liabilities after deduction of costs. Any surplus shall be paid to the purchaser.

If the retention of title or assignment is not effective under the law in the jurisdiction where the goods are located, the security corresponding to the retention of title or assignment in that jurisdiction shall be deemed to have been agreed. If the cooperation of the customer is required in this regard, he shall take all measures necessary to establish and maintain such rights.

XVII. Place of jurisdiction and final provisions

The place of jurisdiction is Königsheim, as is the place of performance, provided that the customer is a merchant. We may also sue the customer at the court responsible for its registered office. All legal issues between the customer, even if the customer's registered office is abroad, and us shall be governed exclusively by the laws of

	General Terms of delivery	Status Index Created by / Date Amended by / Date Page:	Approved B January 13, 2017 September 3, 2025 8 by 8
---	---	---	---

the Federal Republic of Germany, excluding conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Should individual provisions of these terms and conditions and the contractual provisions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be reinterpreted in such a way that the legal and economic purpose intended by them is achieved. The same shall apply if a loophole in the contract that needs to be filled becomes apparent during the execution of the contract. The contracting parties undertake to replace the invalid provisions immediately with legally effective agreements or to close the contractual loophole.