

General Terms and Conditions for Sales and Services of Dihse GmbH ("GTCSS")

1. General, Scope of Application, Written Form, Assignment

1.1 These General Terms and Conditions for Sales and Services ("GTCSS") apply to all our business relationships with our customers ("Customer") and are an integral part of all our contractual offers and the conclusion of contracts. Our GTCSS shall apply exclusively; they shall also apply to all future transactions with the Customer. We do not recognize any terms and conditions of the Customer that conflict with or deviate from our GTCSS unless we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the Customer without reservation in the knowledge of the Customer's General Terms and Conditions.

1.2 These GTCSS shall only apply if the Customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law (Section 310 (1) BGB).

1.3 Our GTCSS apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether we manufacture the Goods ourselves or purchase them from suppliers, as well as to the provision of services or work under a contract for work and services ("Service"). Unless expressly agreed otherwise, the GTCSS in the version valid at the time of the Customer's order or in any case in the version last communicated to the Customer in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

1.4 Individual agreements made with the Customer in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTCSS. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

1.5 The assignment of claims against us to third parties is excluded. Section 354 a of the German Commercial Code (HGB) remains unaffected.

2. Information, Advice, Changes to the Goods or Services

2.1 Information and advice in connection with our deliveries and Services shall be provided on the basis of our previous experience and, where applicable, information from manufacturers of preliminary products. Insofar as we provide such information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of Services expressly owed by us, this shall be provided free of charge and to the exclusion of any liability.

2.2 Subject to an express agreement, we also do not assume any obligation to precisely comply with such general values, performance specifications and application possibilities. In particular, our statements in this respect and our descriptions of the same are not guaranteed characteristics or qualities.

2.3 Deviations that are customary in the trade and deviations that occur due to legal regulations are permissible, provided that they do not impair the usability for the purpose that may be agreed separately in the contract.

3. Offers, Conclusion of Contract, IATF relevant information

3.1 Our offers are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. This shall also apply if we have provided the Customer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents – also in electronic form – to which we reserve ownership rights and copyrights.

These documents may not be made accessible to third parties unless we give the Customer our express written consent to do so.

3.2 In response to orders, quotations or commissions from the Customer, a contract shall only come into effect upon our written order confirmation (text form is sufficient) or through our performance of the delivery or Service. If orders, offers or commissions from the Customer are not confirmed or executed within fourteen days of their receipt by us, they shall be deemed to have been rejected. If our order confirmation deviates from the order, quotation or contract of the Customer, the order confirmation shall be decisive unless the Customer objects to the order confirmation within seven working days of its receipt.

3.3 The legal relationship between us and the Customer shall be governed solely by the contract concluded at least in text form, including these GTCSS. Our verbal statements and promises prior to the conclusion of the contract (in particular technical descriptions and other information in offers, brochures on the Internet and other information) are not legally binding and verbal agreements between the contracting parties shall be replaced by the written contract, unless it is expressly stated in each case that they shall continue to be binding.

4. Calculation of the Purchase Price or Remuneration for Services

4.1 Unless expressly stated otherwise, the prices quoted by us for Goods (ex works without packaging and shipping) and the remuneration for Services are in Euros, excluding statutory VAT or other sales or other national taxes in the Customer's country; VAT will be shown separately on the invoice at the statutory rate on the date of invoicing; further taxes shall be borne by the Customer and may be charged to him additionally by us.

4.2 The purchase price for Goods shall be calculated according to the quantities, weights or dimensions determined by us at the place of dispatch.

4.3 If public charges relating to the import or distribution of the Goods or the provision of the Service are increased or newly introduced between the conclusion of the contract and the delivery or service, we shall be entitled to withdraw from this contract.

4.4 If a non-binding cost estimate has been prepared for our Services, we shall inform the Customer immediately if we determine during the provision of the Service that it cannot be carried out without significantly exceeding the cost estimate. The cost estimate is deemed to have been significantly exceeded if the remuneration stated in the cost estimate is exceeded by more than 10%.

5. Payment, Default Interest, Prohibition of Set-Off; Rights of Retention

5.1 Unless otherwise stated or agreed on the invoice, the invoice amount is payable "net cash" and due upon delivery of the Goods or provision of the Service and invoicing. Payments are to be made in cash or by bank transfer. They shall be deemed to have been made from the date on which the amount is at our free disposal. The risk of the payment method shall be borne by the Customer. Other forms of payment shall require special agreement, at least in text form; any costs incurred on both sides shall be borne by the Customer.

5.2 If the Customer is in default of payment, we shall be entitled to claim default interest in the amount of 9 percentage points above the base interest rate. We reserve the right to claim further damages as well as liquidated damages in accordance with Section 288 (5) BGB.

5.3 In the event of justified doubts as to the solvency or creditworthiness of the Customer, in particular in the event of payment arrears, we shall be entitled to revoke any payment terms granted and to demand advance payment or securities for further deliveries and Services.

5.4 Offsetting by the Customer with counterclaims other than those recognized by us, undisputed or legally established against us is excluded. Rights of retention can only be asserted against us if they are based on claims from the same contractual relationship or the defense of non-performance of the contract. In the event of defects in the delivery, the Customer's counter-rights shall remain unaffected.

6. Delivery of Goods

6.1 Unless otherwise stated in our order confirmation or other agreements, delivery shall be deemed to have been agreed on terms in accordance with the Incoterm "EXW" (Incoterm Codes 2020).

6.2 The commencement of any delivery or performance period stated by us is subject to the clarification of all technical questions and the timely and proper fulfillment of the Customer's obligations.

6.3 If, without us being responsible for this, we ourselves are not or not properly supplied with the required (preliminary) products, although we have placed congruent orders for (preliminary) products with reliable suppliers, we shall be released from our obligation to perform and may withdraw from the contract. In this case, we shall inform the Customer immediately of the non-availability or late availability of the delivery item or the pre-delivery and exercise the right of withdrawal. The Customer is also entitled to a right of withdrawal as a result of the information. In the event of withdrawal, we shall immediately reimburse any consideration already received. The burden of proof that we are responsible for a breach of duty in connection with the procurement of pre-deliveries lies with the Customer.

6.4 We are entitled to make partial deliveries if the partial delivery can be used by the Customer within the scope of the contractual purpose, the delivery of the remaining ordered Goods is ensured and the Customer does not incur any significant additional expenses or additional costs as a result (unless we agree to bear these costs).

6.5 In the case of delivery quantities determined by number, short deliveries or excess deliveries of up to 2% of the contractually agreed quantity are permissible for quantities below 5,000 units and short deliveries or excess deliveries of up to 1% of the contractually agreed quantity for quantities above 5,000 units – the quantity actually delivered shall be invoiced.

6.6 Deadlines and dates for deliveries and Services promised by us are always only approximate, unless a fixed deadline or a fixed date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with transportation.

6.7 If the agreed deadline cannot be met due to circumstances beyond our control or those of our suppliers, it shall be extended accordingly. We shall inform the Customer of such a case immediately. If the impeding circumstances still persist one month after expiry of the agreed delivery period, either party may withdraw from the contract. Further claims due to exceeding the delivery period for which we are not responsible are excluded.

6.8 Notwithstanding our rights arising from default on the part of the Customer, we may demand from the Customer an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period in which the Customer fails to meet its contractual obligations to us.

6.9 In the absence of specific agreements in this respect, the type of dispatch, dispatch route and packaging are subject to our reasonable discretion.

6.10. Unless otherwise agreed, our Goods are intended for processing in the Customer's own plant.

6.11. If the delivery of Goods is delayed for reasons for which the Customer is responsible, we shall charge the Customer for the additional costs incurred by us as a result of the delay in delivery, starting on the 14th day after notification of readiness for dispatch.

7 Impediments to Delivery and Performance, Default

7.1 In cases of force majeure, i.e. an external, unforeseeable and uncontrollable event that cannot be prevented or averted even with the utmost care (e.g. natural events, war, terror, labor disputes, pandemic and epidemic events, shortages of raw materials or energy, operational or traffic disruptions, orders from higher authorities), which prevent, delay or render uneconomical the production or shipment of the Goods or the provision of our Service, shall release us from the obligation to deliver or perform for the duration

and to the extent of the disruption. If the disruption exceeds a period of three months, we shall be entitled to withdraw from the contract.

7.2 In the event of partial or complete loss of our sources of supply due to force majeure as defined above, we shall not be obliged to obtain supplies from other suppliers. In this case, we shall be entitled to distribute the available quantity of Goods, taking into account our delivery obligations and our own requirements.

7.3 If a Service to be provided by us cannot be rendered for reasons for which we are not responsible, the Customer shall nevertheless owe us reasonable compensation for the expenses incurred by us. Our liability for damage to the Customer's goods, the breach of secondary contractual obligations and for damage that has not occurred to the object of performance itself is excluded in this case, unless there is intent or gross negligence on our part or a legally binding liability situation.

7.4 The occurrence of our default in delivery or performance shall be determined in accordance with the statutory provisions; in any case, however, a reminder by the Customer shall be required. If we are in default with a delivery or Service or if a delivery or Service becomes impossible for us, for whatever reason, our liability for damages shall be limited in accordance with clause 11 of these GTCSS. Our statutory rights, in particular in the event of an exclusion of the obligation to perform, shall remain unaffected.

8. Nature of the Goods, Samples, Technical Advice, Uses

8.1 Unless expressly agreed otherwise, the quality of the Goods shall be determined exclusively in accordance with our product specification.

8.2 The samples provided by us as well as our technical and chemical data serve only as a general description of the Goods. They do not constitute a guarantee of quality or durability and do not release the Customer from the obligation to inspect each individual delivery.

8.3 Guarantees are only assumed by us within the framework of individual contractual, express and written agreements.

8.4 The technical application advice that we provide to the best of our knowledge is non-binding and does not exempt the Customer from checking each individual delivery for its suitability for the intended use prior to processing. The Customer is solely responsible for the application, use and processing of the Goods supplied by us and for compliance with the applicable safety regulations.

8.5 Unless otherwise agreed in individual cases, the Customer shall be responsible for compliance with statutory and official regulations regarding import, transportation, storage and use of the Goods. This also includes the regular, successful implementation of all necessary training courses regarding the handling and use of the Goods (in particular but not limited to such training courses as are required under the REACH Regulation)

8.6 Unless we have expressly agreed otherwise in writing in advance after examining our risks in individual cases and subject to compliance with all applicable regulations by the Customer, the following prohibitions of use shall apply: The Goods sold and/or delivered by us are not intended (i) for the manufacture of medical products or for use in the pharmaceutical sector, (ii) for the manufacture of weapons or other objects designed to kill or injure people, (iii) for the construction of aircraft or spacecraft or for installation in aircraft or spacecraft, and (iv) for safety-critical applications in which the possible failure of the Goods delivered by us endangers the life or health of people.

9. Notice of Defects, Default of Acceptance

9.1 Our deliveries of Goods must be carefully inspected immediately after delivery to the Customer or to the third party designated by the Customer – but in particular **before any mixing, blending, processing or installation**. With regard to obvious defects or other defects that would have been recognizable during an immediate, careful inspection, they shall be deemed to have been approved by the Customer if we do not receive a written (text form is sufficient) notice of defects within seven working days of delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the Customer if we do not

receive the notice of defects within seven working days of the time at which the defect became apparent; however, if the defect was already recognizable to the Customer at an earlier time during normal use, this earlier time shall be decisive for the start of the period for giving notice of defects. This also applies if the Customer is an entrepreneur within the meaning of Section 14 BGB and the order is placed in the exercise of a commercial or independent professional activity. In the case of partial deliveries, the above shall apply to each individual partial quantity.

9.2 Insofar as acceptance is required or agreed for Services provided by us, the Customer must inspect the Services provided by us directly and immediately upon delivery and immediately assert any complaints regarding the scope of delivery or Service, condition or quality. Our Service shall be deemed to have been accepted without defects at the latest if the Customer does not complain about quality defects in text form within seven working days of the Service being provided. The unopposed use of our Services or payment by the Customer shall be deemed acceptance. The costs of acceptance shall be borne by the Customer. If the Customer is in default of acceptance, fails to cooperate or if our delivery or Service is delayed for other reasons for which the Customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we shall charge a lump-sum compensation for each commenced calendar week of delay amounting to 0.5% of the agreed net price (delivery/Service value), but in total no more than 5% of the delivery value of the delivery/Service concerned and, in the event of final non-acceptance, 10% of the delivery value of the delivery/Service not accepted. Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The Customer shall be entitled to prove that we have suffered no loss at all or only a significantly lower loss than the above lump sum. In the event of default of acceptance, acceptance shall be deemed to have taken place at the latest two weeks after receipt of the notification of completion by the Customer.

9.3 The written (text form is sufficient) notice of defects from the Customer must precisely describe the type and extent of a defect.

9.4 A notice of defects does not entitle the Customer to withhold due payments or to refuse acceptance of further deliveries.

9.5 If the Customer fails to carry out the proper inspection and/or report defects in accordance with the above principles, our liability for the defect not reported or not reported on time or not reported properly shall be excluded. In the case of Goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, in particular, the Customer shall have no claims for reimbursement of corresponding costs ("removal and installation costs").

10. Rights of the Customer in the Event of Defects, Limitation Period

10.1 We shall be liable for material defects of the Goods to the exclusion of further claims – subject to the following clause 11 – as follows:

10.1.1 Insofar as a quality of the Goods has been agreed, objective requirements for the Goods shall not apply in this respect.

10.1.2 In the event of proper inspection and notification of defects, we shall, at our discretion, repair or replace without defects all parts which prove to be defective as a result of a circumstance occurring prior to the transfer of risk; replaced parts shall become our property. However, we shall be entitled to make the subsequent performance to be rendered by us dependent on the Customer paying the purchase price due. However, the Customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.

10.1.3 The Customer must give us the necessary time and opportunity to carry out all repairs and replacement deliveries that we deem necessary after appropriate consultation; otherwise we shall be released from liability for the resulting consequences.

10.1.4 The right of the Customer to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary expenses from us shall only exist in urgent cases of danger to his operational safety or to prevent disproportionately large damage; we must be notified immediately in such cases.

10.1.5 Insofar as the complaint is justified, we shall bear the expenses necessary for the purpose of subsequent performance, provided that this does not result in a disproportionate burden. Insofar as the expenses increase due to the fact that the Customer has taken the Goods to a place other than the place of performance after delivery, any additional costs incurred as a result shall be borne by the Customer. In the case of the sale of a newly manufactured item, we shall also reimburse the expenses incurred by the Customer within the scope of recourse claims in the supply chain to the extent of our obligations which cannot be waived by law. However, we may demand reimbursement of costs incurred by the Customer due to an unjustified request to remedy a defect in the event that the Customer knew or could have recognized that there was in fact no defect.

10.1.6 Within the framework of the statutory provisions, the Customer has the right to withdraw from the contract if we – taking into account the statutory exceptions – allow a reasonable deadline set for us for the rectification or replacement delivery due to a material defect to expire fruitlessly. If there is only an insignificant defect, the Customer shall only be entitled to a reduction of the contract price. The right to reduce the contract price is otherwise excluded.

10.1.7 Further claims shall be determined exclusively in accordance with clause 11 of these Terms and Conditions. In particular, we accept no liability for unsuitable or improper use for which we are not responsible, faulty assembly or commissioning by the Customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences.

10.1.8 If the Customer or a third party carries out improper repairs, we accept no liability for the resulting consequences.

10.2 We shall be liable for defects in title of the Goods to the exclusion of further claims – subject to the following clause 11 – as follows:

10.2.1 If the use of the Goods leads to an infringement of industrial property rights or copyrights, we shall, at our expense, procure the right for the Customer to continue using the Goods or modify the Goods in a manner reasonable for the Customer so that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the Customer shall be entitled to withdraw from the contract. Under the aforementioned conditions, we shall also be entitled to withdraw from the contract. In addition, we shall indemnify the Customer against any undisputed or legally established claims of the owners of the property rights concerned.

10.2.2 Our obligations set out in clause 10.2.1. are, subject to clause 11 below, conclusive in the event of an infringement of intellectual property rights or copyright. They shall only apply if

- the Customer informs us immediately of any asserted infringements of industrial property rights or copyrights,
- the Customer supports us to a reasonable extent in the defense against the asserted claims or enables us to carry out the modification measures in accordance with clause 10.2.1,
- we reserve the right to take all defensive measures, including out-of-court settlements,
- the defect of title is not based on an instruction of the Customer or is otherwise attributable to the Customer and

- the infringement was not caused by the fact that the Customer modified the Goods without authorization or used them in a manner not in accordance with the contract.

10.3 The rights of the Customer arising from any guarantees given separately by us remain unaffected.

10.4 Claims by the Customer for reimbursement of expenses are excluded, unless the last contract in the supply chain is a consumer Goods purchase or a consumer contract for the provision of digital products. Furthermore, in the event of any recourse by the entrepreneur (Section 445a BGB), it shall be assumed that there were no defects at the time of the transfer of risk to the Customer if the Customer has or should have duly inspected the Goods but has not reported any defects, unless this assumption is incompatible with the nature of the item or the defect.

10.5 If the Customer asserts recourse claims, he must allow himself to be treated vis-à-vis us as if he had implemented all legally permissible contractual options vis-à-vis his contractual partner (e.g. refusal of subsequent performance due to disproportionality or limitation of the reimbursement of expenses to a reasonable amount).

10.6 The warranty period shall be one year from delivery of the Goods, notwithstanding Section 438 para. 1 no. 3 BGB, unless mandatory statutory provisions provide for a longer limitation period; this shall also apply to the limitation period for recourse claims in the supply chain. The suspension of the limitation period pursuant to Section 445b para. 2 BGB remains unaffected; it ends at the latest five years after the time at which we have delivered the Goods to the Customer. These provisions on the limitation period for recourse claims and the suspension of expiry shall not apply if the last contract in this supply chain is a purchase of consumer Goods.

In accordance with the statutory provisions, the limitation period is 5 years from delivery (Sections 438 para. 1 no. 2 BGB) in the event that the Goods are a building or an item that has been used for a building in accordance with its normal use and has caused its defectiveness (building material). This applies subject to the other special statutory provisions on the limitation period (in particular Section 438 para. 1 No. 1, para. 3, Sections 444, 445b BGB).

10.7 The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Customer based on a defect of the Goods, unless the application of the regular statutory limitation period pursuant to Sections 195, 199 BGB would lead to a shorter limitation period in individual cases. The Customer's claims for damages pursuant to clauses 11.1 and 11.7 as well as those pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

10.8 In the case of Goods that have been sold as off-grade goods in accordance with the agreement, the Customer shall not be entitled to any warranty rights due to a material defect.

10.9 The Customer shall assume sole responsibility for the documents to be provided by him in accordance with the agreement, such as drawings, gauges, samples or the like. The Customer shall be responsible for ensuring that the execution drawings submitted by him do not infringe the property rights of third parties. We are under no obligation to the Customer to check whether the submission of offers based on the design submitted to us infringes any third-party property rights. If, despite this, liability for us arises from facts giving rise to a claim, the Customer must indemnify us.

11. Liability

11.1 Our liability for damages, irrespective of the legal grounds, shall be limited in accordance with this clause 11 insofar as this is based on fault.

11.2 We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations are in particular those obligations whose fulfillment

is essential for the proper execution of the contract and on whose compliance the Customer regularly relies and may rely.

11.3 Insofar as we are liable for damages on the merits in accordance with clause 11.2, this liability shall be limited to damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen if we had exercised due care. Indirect damage and consequential damage resulting from defects in the Goods or Services shall only be eligible for compensation if such damage is typically to be expected when the Goods or Services are used as intended.

11.4 In the event of liability for simple negligence, our obligation to pay compensation for property damage and financial loss shall be limited to an amount of EUR 2 million per claim, even if this involves a breach of material contractual obligations.

11.5 The above exclusions and limitations of liability shall apply to the same extent in favor of our executive bodies, legal representatives, employees and other vicarious agents.

11.6 Insofar as we provide application-related advice and the corresponding information or advice is not part of the expressly contractually agreed scope of Services owed by us, this shall be provided free of charge and to the exclusion of any liability.

11.7 The limitations of this clause 11 shall not apply to our liability for intentional conduct (in particular in the event of fraudulent concealment of a defect), for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

12. Export Control

12.1 We are subject to strict compliance with international sanctions and export control regulations. These regulations include, but are not limited to, trade restrictions and financial sanctions adopted by the United Nations Security Council or enforced by regulations of the European Union (EU), the United States of America (USA) or any other national or regional organization under whose jurisdiction we operate, including our affiliated companies within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG) and employees, wherever these are located (hereinafter: export control regulations).

12.2 The Customer shall comply with the export control regulations. In particular, the Customer is obliged to refrain from doing business with persons, organizations or institutions that are on a sanctions list in accordance with EC regulations or US export regulations or that contradict the currently applicable legal provisions, business with embargoed countries that are prohibited, business for which the necessary approval has not been obtained and business that could be carried out in connection with NBC weapons or military end use.

12.3 The Customer shall inform us in advance and provide us with all information (including final destination) necessary for us to comply with export control regulations, in particular if our Goods or other Services are ordered for use in connection with

- a country or territory, natural person or legal entity that is subject to restrictions or prohibitions under EU, US or other applicable export control and sanctions regulations, or
- the design, development, production or use of military or nuclear goods, chemical or biological weapons, missiles, space or aircraft applications and delivery systems therefor.

12.4 The Customer shall provide us with all information required for an export license for the approval process at the Federal Office of Economics and Export Control (BAFA) upon request.

12.5 The fulfillment of the contractual obligations by us is subject to the proviso that the applicable export control regulations do not conflict with this. In such a case, we shall in particular be entitled to change even confirmed orders or to revoke the confirmation as well as to refuse or withhold performance of the contract without any liability to the Customer or to withdraw from the contract.

12.6 If the Customer breaches one of the above obligations, we shall be entitled to withdraw from the contract. The assertion of any further claims, in particular claims for damages, shall remain unaffected.

13. Confidentiality / Data Protection

13.1 Unless expressly agreed otherwise in writing, the information provided to us in connection with an order shall not be deemed confidential, unless the confidentiality is obvious.

13.2 We would like to point out that we store data (including personal data) from the contractual relationship for the purpose of data processing and reserve the right to transfer the data to third parties (e.g. insurance companies) if necessary for the fulfillment of the contract. Under no circumstances will we use, sell or otherwise transfer such data to third parties outside our company. We would also like to point out the following with regard to data protection:

Contact Details: We, Dihse GmbH, are responsible for data protection (see below for address and contact details). Our data protection officer can be contacted at the e-mail address datenschutz@dihse.de.

Purpose of Processing and Legal Basis: Our deliveries and Services may contractually require the Customer to provide us with personal data (hereinafter referred to as "**Data**"). We process Data for the purpose of concluding and fulfilling the contract (including legal prosecution and debt collection) on the basis of the provisions of data protection law (in particular Art. 6 para. 1 b) GDPR). We also process the Data on the basis of data protection regulations to protect our legitimate interests (in particular Art. 6 (1) f) GDPR). The legitimate interest lies – in accordance with the following provisions – in the avoidance of a loss of receivables by third parties or us and in the transmission of performance information to the Customer.

Data Categories: We process the following categories of data: master data (such as company, contact person if applicable, address), communication data, contract data, receivables data, payment and default information if applicable.

Third-Party Recipients: Data may be transmitted to credit agencies in compliance with the relevant regulations to avoid bad debts with third parties or us, e.g. to determine the probability of a bad debt or to transmit undisputed or legally established claims with which the Customer is in default. The credit agencies also store the Data transmitted to them in order to be able to provide them to their affiliated contractual partners as part of the assessment of the risk of default. However, the Data is only provided in this way if the contractual partners affiliated with the credit agency can demonstrate a legitimate interest in the transmission of the Data. The credit agency may provide address Data for the purpose of debtor identification. The Customer may receive information from the credit agency about Data stored about him. In the event of debt collection, Data may be transmitted to the following categories of recipients if this is necessary to collect the debt: assignees, credit agencies, debt collection companies, third-party debtors, residents' registration offices, courts, bailiffs, lawyers.

Product and Service Information: We use Data on the basis of data protection regulations (in particular Art. 6 Para. 1 f) GDPR) to send the Customer information about our other products and services by post or – in compliance with Section 7 Para. 3 German Unfair Competition Act (UWG) – electronically, if necessary.

Data Retention Period: We delete the Data immediately if we are obliged to do so, in particular if we no longer need the Data for the purposes for which it was collected and there are no retention obligations to the contrary. Irrespective of this, a review is carried out every three years to determine whether the data can be deleted.

Right to Object: The Customer can object to data processing for the purpose stated under "Product and Service Information" at any time. Irrespective of this, the Data subject has a right to object in accordance with Art. 13 para. 2 b) or Art. 14 para. 2 c) in conjunction with Art. 21 GDPR. Art. 21 GDPR against the processing pursuant to Art. 6 para. 1 f) GDPR. The objection can be addressed to our data protection officer (see contact details above) or to us (see contact details at the end).

Other Rights of the Data Subject: The Data Subject has the following rights in accordance with the statutory provisions (in particular the GDPR and the Federal Data Protection Act): right of access, rectification, erasure, restriction of processing and data portability. In addition, the Data Subject can complain to the supervisory authority about the processing of data concerning them. The address of the supervisory authority responsible for us is: Unabhängiges Landeszentrum für Datenschutz Schleswig-Holstein, Holstenstraße 98, 24103 Kiel, Tel. 0431/988-12 00, Fax 0431/988-12 23, E-Mail: mail@datenschutzzentrum.de, Homepage: www.datenschutzzentrum.de.

13.3 If we provide the Customer with personal data of our employees (hereinafter "**Personal Data**") in the course of the performance of a contract or the business relationship or if the Customer obtains knowledge of this Personal Data in any other way, the following provisions shall apply:

Purpose of Processing: Personal Data that is disclosed in the aforementioned manner and not processed by us may only be processed by the Customer for the execution of the contract and may not – except where permitted by law – be processed in any other way, in particular disclosed to third parties and/or analyzed for our own purposes and/or used to create profiles.

Further Processing and Disclosure: The Customer may only further process the Personal Data, in particular disclose it to its group companies for the performance of the relevant contract, insofar as this is permitted by law.

Handling Obligations: The Customer shall ensure that the Personal Data is only made accessible to those employees of the Customer who are deployed for the performance of the relevant contract and only to the extent necessary for the performance of this contract (need-to-know principle). The Customer shall design its internal organization in such a way that it meets the requirements of the applicable data protection law, in particular by taking technical and organizational measures to adequately secure the Personal Data against misuse and loss. The Customer shall not acquire any rights to the Personal Data and shall be obliged to rectify, erase and/or restrict the processing of the Personal Data at any time subject to the statutory requirements. Rights of retention in relation to Personal Data are excluded.

In addition to its statutory obligations, the Customer shall inform us immediately, at the latest within 24 hours, of any breach of the protection of Personal Data, in particular in the event of loss. Upon termination of the relevant contract, the Customer shall delete the Personal Data, including all copies made, in accordance with the statutory provisions.

14. Retention of Title to Delivered Goods

14.1 We reserve title to the Goods delivered by us until all our claims against the Customer arising from the business relationship, including future claims arising from contracts concluded at the same time or later, have been settled. This shall also apply if claims have been included in a current invoice and the balance has been struck and recognized. The Goods and the goods covered by the retention of title which take their place in accordance with the following provisions are hereinafter referred to as "Reserved Goods".

14.2 The Customer is entitled to resell and/or process the Reserved Goods in the ordinary course of business. He shall carry out any processing on our behalf without this placing us under any obligation. If the Reserved Goods are processed, combined or mixed with other goods, we shall in principle acquire a co-ownership share in the new item, in the case of processing in the ratio of the value (= gross invoice value, including ancillary costs and taxes) of the Reserved Goods to the value of the new item, and in the case of combining or mixing in the ratio of the value of the Reserved Goods to the value of the other goods. In the event that no such acquisition of ownership should occur for us, the Customer hereby transfers his future ownership or – in the aforementioned ratio – co-ownership of the new item to us as security.

14.3 The Customer hereby assigns to us by way of security all claims which accrue to him from the resale of the Reserved Goods against a Customer or third party – in the case of our co-ownership of the Reserved Goods in proportion to the co-ownership share. The same shall apply to other claims which take the place of the Reserved Goods or otherwise arise with regard to the Reserved Goods, such as insurance claims or

claims in tort in the event of loss or destruction. The assignments are hereby accepted by us. The Customer remains revocably authorized to collect these claims even after the assignment. This shall not affect our right to collect the claims ourselves; however, we shall not exercise this right as long as the Customer duly fulfills his payment and other obligations. Upon request, the Customer shall inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors of the assignment. We are also authorized to notify the Customer's debtors of the assignment ourselves.

14.4 In the event of breach of contract by the Customer, in particular in the event of default in payment, we shall be entitled to withdraw from the contract and the Customer shall be obliged to surrender the Reserved Goods to us ("Enforcement Event"). In the Enforcement Event, the Customer hereby irrevocably permits us to enter his business and storage premises without hindrance and to take the Reserved Goods. In addition, the Customer shall provide us at our first request with all necessary information and documents concerning the inventory of the Reserved Goods and the assigned claims and shall notify his Customers of the assignment of claims without delay. In this case, we shall also be entitled to revoke the Customer's authorization to resell and process the Reserved Goods.

14.5 Insofar as and as long as the retention of title exists, the Customer may neither assign Reserved Goods or items manufactured from them as security nor pledge them without our consent. The conclusion of financing agreements which include the transfer of our reserved rights shall require our prior written consent, unless the agreement obliges the financing institution to pay the share of the purchase price to which we are entitled directly to us.

14.6 The Customer is obliged to store the Reserved Goods at his own expense with the care of a prudent businessman and to insure them against the usual storage risks. In particular, the Reserved Goods shall be marked as our property and stored separately from other Goods. If third parties seize our Reserved Goods, in particular by attachment, the Customer shall immediately inform the third party of our ownership and inform us of this in order to enable us to enforce our ownership rights. If the third party is not in a position to reimburse the Customer for the judicial or extrajudicial costs incurred in this connection, the Customer shall be liable to us for such costs.

14.7 We undertake to release the securities to which we are entitled under this clause 14 at the request of the Customer and at his discretion to the extent that the realizable value of the securities exceeds the claims to be secured by more than 20% or their nominal value by more than 50%.

14.8 If the retention of title is not effective under the law of the country in which the delivered Goods are located, the Customer must provide equivalent security at our request. If he does not comply with this request, we may demand immediate payment of all outstanding invoices regardless of agreed payment terms.

15. Final Provisions

15.1 The place of performance for all obligations arising from the contractual relationship is our registered office.

15.2 If the Customer is a merchant, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between us and the Customer shall be, at our discretion, our registered office or the registered office of the Customer. In such cases, however, our registered office shall be the exclusive place of jurisdiction for legal action against us. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

15.3 The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws provisions of German private international law.

15.4 The invalidity of individual provisions of our GTCSS shall not affect the validity of the remaining provisions. Insofar as the contract or these GTCSS contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GTCSS if they had been aware of the loophole.

Quickborn, January 2025

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