

GENERAL TERMS AND CONDITIONS FOR DELIVERIES AND SERVICES

Siebenhaar Antriebstechnik GmbH

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1. GENERAL PROVISIONS

The present General Terms and Conditions for Deliveries and Services (“GTC”) apply to all deliveries and services. Deviating general terms and conditions of the customer are not recognized unless Siebenhaar Antriebstechnik GmbH (“Siebenhaar”) expressly agrees to their validity in writing. This requirement of consent applies in every case, for example also when the customer refers to its own GTC in the context of the order and Siebenhaar does not expressly object.

Individual agreements (e.g. framework supply agreements, quality assurance agreements) and the information contained in Siebenhaar’s order confirmation take precedence over the GTC. In case of doubt, trade clauses are to be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time the contract is concluded.

Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notice of defects, withdrawal or reduction) must be submitted to Siebenhaar in writing. Written form within the meaning of these GTC includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in cases of doubt regarding the legitimacy of the person making the declaration, remain unaffected.

In the event of any dispute, the German version shall prevail.

2. OFFER AND SCOPE OF DELIVERY

Siebenhaar’s offers are non-binding and without obligation.

The customer’s order for deliveries and services is deemed a binding contractual offer. Unless the order indicates otherwise, Siebenhaar is entitled to accept this contractual offer within two weeks after receipt by Siebenhaar.

An order is deemed accepted only when it has been confirmed in writing by the supplier. The written order confirmation of the supplier is decisive for the scope of delivery. Amendments, additions, or verbal agreements must also be acknowledged in writing by the supplier.

The documents contained in printed materials, the offer, and the order confirmation—such as descriptions, illustrations and drawings, and specifications of dimensions and weights—are only approximately authoritative unless they are expressly designated as binding. Excess or short weights and deliveries within customary commercial tolerances do not entitle the customer to complaints or price reductions.

The purchaser assumes full responsibility for the documents to be provided by him, such as drawings, models, gauges, samples, or similar items.

3. GENERAL EXECUTION

Bores and shaft seats are manufactured according to ISO fits; gear teeth on wheels up to 1600 mm in diameter and up to module 10 pitch are manufactured in accordance with DIN 3961-67. The classification is carried out by the supplier. The tolerances for wheels over 1600 mm in diameter or over module 10 must be agreed separately. All parts are marked with the supplier’s company symbol.

4. CONTRACT PROCESSING OF CUSTOMER-SUPPLIED PARTS

a. Parts sent in for processing must be delivered free to the contractor’s (supplier’s) works and, where necessary, in good packaging with an enclosed packing slip. A shipping notice must be sent to the contractor, stating the contractor’s order number.



- b. The material of the parts sent in must be specified; it must ensure the best possible machinability. Pre-machined parts must be delivered dimensionally accurate and running true without impact. Parts to be broached must not be finish-machined and must have allowance for re-turning.
- c. If these requirements are not met, the contractor may charge the costs of additional work as well as compensation for prematurely worn or damaged tools, or may withdraw from the contract, in which case the purchaser must pay the corresponding portion of the contract price as well as the aforementioned additional costs.
- d. Tools and gauges that do not correspond to the contractor's normal range, as well as special clamping devices, will be charged additionally. They remain the property of the contractor.
- e. Incorrectly pre-machined gear bodies may be reworked or returned at the purchaser's expense without prior consultation. Gear bodies sent in solely for gearing will only be deburred if this has been expressly agreed.
- f. Scrap material resulting from the processing of the parts sent in becomes the property of the contractor.

5. PRICES AND TERMS OF PAYMENT

- a. The prices are based exclusively on the design parameters listed in the offer. Individual prices apply only as part of the complete package. The above applies unless the parties have expressly agreed otherwise. The prices are exclusive of the statutory value-added tax.
- b. Payments are to be made as follows: (i.) for transactions with an order value of up to €5,000.00 net: payment in cash upon delivery and receipt of the invoice; (ii.) for transactions with an order value exceeding €5,000.00 and a delivery period of up to three months: 15% of the order value upon conclusion of the contract, the remainder upon delivery; (iii.) for transactions with an order value exceeding €5,000.00 and a delivery period of more than three months: 30% of the order value upon conclusion of the contract; 30% of the order value after the first third of the agreed delivery period has elapsed; 30% of the order value after the second third of the agreed delivery period has elapsed; 10% of the order value upon delivery. If delivery is delayed for reasons attributable to the purchaser, delivery shall be deemed to have taken place upon notification of readiness for dispatch. The amount for the hedging of metals in the delivery of cable factory products is payable upon conclusion of the contract. Partial invoicing is permitted.
- c. All payments are to be made without any deduction immediately after invoicing, free to the supplier's payment office. Payment deadlines are deemed met if the supplier is able to dispose of the amount within the deadline. Payments may, at the supplier's discretion, be offset against other outstanding claims. Cheques and—where bill payments have been agreed—bills of exchange are accepted on account of performance. Any resulting charges, bank fees, and interest must be reimbursed to the supplier without delay.
- d. If the purchaser is wholly or partially in default of payment, Siebenhaar is entitled—without prejudice to all other rights of the supplier—to temporarily suspend the performance of the contractually owed work and to execute outstanding deliveries only against advance payment or provision of adequate security. From this point in time, the purchaser must pay default interest at a rate of 8 percentage points above the base interest rate of the European Central Bank per year, unless the supplier proves higher damages and the transaction constitutes a commercial transaction for both parties; otherwise, the purchaser owes default interest at a rate of 5 percentage points above the base interest rate per year.
- e. If, after conclusion of the contract, it becomes apparent (e.g. due to suspension of payments, over-indebtedness, application for the opening of insolvency proceedings, or the purchaser's delay in honoring due bills or cheques) that Siebenhaar's claim to the price is endangered due to the customer's lack of financial capacity, the supplier's total claim becomes immediately due, and Siebenhaar is entitled to demand adequate security or, in accordance with statutory provisions, to refuse performance and—if applicable after setting a deadline—to withdraw from the contract. In contracts for the manufacture of non-fungible goods (custom-made items), Siebenhaar may declare withdrawal immediately; statutory provisions regarding the dispensability of setting a deadline remain unaffected.



f. The purchaser is not entitled to offset or retain payments unless the offsetting or retention claim is undisputed or has been legally established. The supplier is entitled to avert the exercise of the right of retention by providing security—including by means of a guarantee.

g. Invoices are generally sent by email. Postal delivery is possible upon request. The costs for this will be invoiced separately as a flat fee.

6. TRANSFER OF RISK, DELIVERY, DELIVERY TIME, DELAY IN DELIVERY

a. The risk passes to the purchaser at the latest upon dispatch of the delivery items ex works, even if freight-free delivery and installation have been exceptionally agreed. The same applies even if partial deliveries are made or if shipment is carried out by Siebenhaar.

b. If dispatch is delayed due to circumstances for which the supplier is not responsible, the risk passes to the purchaser from the date of notification of readiness for dispatch.

c. Discrepancies arising from shipment must be reported to the supplier in writing without delay after receipt of the goods.

d. Partial deliveries are permissible insofar as they are reasonable for the customer.

e. The delivery and performance period (hereinafter “delivery time”) begins with the dispatch of the order confirmation, but not before the purchaser has provided the documents, approvals, and releases to be procured by him, as well as before receipt of any agreed advance payment. The delivery period is extended appropriately in the event of unforeseen obstacles beyond the supplier’s control—whether occurring at the supplier’s premises or at its subcontractors—e.g. cases of force majeure, official measures, and other delays in the delivery of essential construction and raw materials for which the supplier is not responsible, insofar as such obstacles demonstrably have a significant impact on the completion or delivery of the delivery item. Such obstacles are also not attributable to the supplier if they arise during an already existing delay.

f. Changes subsequently requested by the purchaser interrupt the delivery time, which begins anew after agreement on the requested change.

g. Compliance with the delivery time is subject to correct and timely self-delivery. Siebenhaar will inform the customer of any foreseeable delays as soon as possible.

h. The delivery time is deemed met if notification of readiness for dispatch has been given before its expiry.

i. If dispatch is delayed for reasons for which the supplier is not responsible, the purchaser will be charged, after notification of readiness for dispatch, for the storage costs incurred—at least 0.5 percent of the invoice amount attributable to the stored items for each month of storage at the supplier’s works. The supplier is entitled to store the delivery item outside its works. Siebenhaar is liable from the time of readiness for dispatch or notification of readiness for acceptance only for intent and gross negligence. Furthermore, the supplier is free to ship the ordered goods and/or services to the agreed place of delivery.

j. In the event of a delay in delivery, a reminder from the customer is required in every case. If the customer suffers damage due to a delay in deliveries and services caused solely by Siebenhaar, the customer may claim liquidated damages for delay as follows: after a grace period free of penalties of 4 weeks, the supplier shall pay 0.5% penalty for each additional full week of delay, based on the value of the delayed part, up to a maximum of 5%. Further claims for damages by the customer due to delay are expressly excluded, subject to the provisions of Art. 9. Siebenhaar reserves the right to prove that the customer has suffered no damage or only significantly less damage than the above lump-sum compensation.



k. The customer's rights under Art. 12 and Siebenhaar's statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

7. ACCEPTANCE AND CERTIFICATES

a. Where an acceptance is required, it shall take place on the agreed acceptance date, or alternatively within a reasonable period after notification by Siebenhaar of readiness for acceptance.

b. Insignificant defects do not entitle the customer to refuse acceptance.

c. If acceptance is delayed for reasons not attributable to Siebenhaar, acceptance shall be deemed to have taken place two weeks after the agreed acceptance date or after notification of readiness for acceptance. If the customer or a third party has put the deliveries and services into operation, acceptance shall be deemed to have taken place 5 working days after commissioning. Unless otherwise agreed, acceptance shall be deemed to have taken place no later than 3 months after delivery. Acceptance shall not be deemed to have taken place under the above provisions if the customer has lawfully and expressly refused acceptance before expiry of the respective period.

d. Certificates are generally archived electronically and retained for a maximum of 8 (eight) years. Physical storage of originals must be separately agreed contractually.

8. RETENTION OF TITLE

a. The goods remain the property of the supplier until all present and future claims to which the supplier is entitled against the purchaser (retained goods) have been fulfilled, even if the individual goods have been paid for. Pledging or transferring ownership of the retained goods by way of security is not permitted. The customer must notify Siebenhaar in writing without delay if an application for the opening of insolvency proceedings has been filed or if third parties (e.g. through attachment) take action against the retained goods belonging to Siebenhaar.

b. Extended Retention of Title, Advance Assignment

In the event of a resale or rental of the retained goods—permissible only in the ordinary course of business—the purchaser hereby assigns to the supplier, as security and without the need for any further special declarations, the future claims arising for him from the resale or rental against his customers, until all claims of the supplier have been settled.

The assignment also extends to balance claims arising within existing current account relationships or upon termination of such relationships between the purchaser and his customers.

If the retained goods are resold or rented together with other items without an individual price having been agreed for the retained goods, the purchaser assigns to the supplier, with priority over the remaining claim, that portion of the total price claim or total rental charge which corresponds to the value of the retained goods invoiced by the supplier.

Until revoked, the purchaser is authorized to collect the assigned claims from the resale. At the supplier's request, the purchaser must notify the customer of the assignment and hand over to the supplier the documents required to assert the supplier's rights against the customer, e.g. invoices, and provide the necessary information.

All costs of collection and any interventions shall be borne by the purchaser. If the purchaser receives bills of exchange due to the authorization granted to him for collecting the assigned claims from the resale, ownership of these instruments, together with the rights embodied therein, passes to the supplier as security. Delivery of the bills of exchange is replaced by the agreement that the purchaser holds them in safekeeping for the supplier and then immediately delivers them to the supplier, endorsed. If the countervalue of the claims assigned to the supplier is



received by the purchaser or by a financial institution of the purchaser in the form of cheques, the purchaser is obliged to notify the supplier immediately of such receipt and to transfer the funds. Ownership of the cheques passes to the supplier together with the rights embodied therein as soon as the purchaser receives them. Delivery of the documents is replaced by the agreement that the purchaser holds them in safekeeping for the supplier and then immediately delivers them to the supplier, endorsed.

c. Processing Clause

If the purchaser processes the retained goods, transforms them, or combines them with other items, such processing, transformation, or combination is carried out on behalf of the supplier. The supplier becomes the direct owner of the item created through processing, transformation, or combination. Should this not be legally possible, the supplier and the purchaser agree that the supplier becomes the owner of the item at every stage of processing, transformation, or combination. The purchaser shall store the new item for the supplier with the care of a prudent businessman. The item created through processing, transformation, or combination is deemed retained goods.

If the retained goods are processed, transformed, or combined with other items not belonging to the supplier, the supplier acquires co-ownership of the new item in proportion to the value of the processed, transformed, or combined retained goods relative to the value of the new item. In the event of resale or rental of the new item, the purchaser hereby assigns to the supplier, as security and without the need for further special declarations, his claim arising from the resale or rental against his customer, including all ancillary rights.

However, the assignment applies only up to the amount corresponding to the value of the processed, transformed, or combined retained goods invoiced by the supplier. The portion of the claim assigned to the supplier has priority over the remaining claim.

If the retained goods are combined by the purchaser with real property or movable items, the purchaser also assigns to the supplier, as security and without the need for further special declarations, his claim for remuneration arising from such combination, including all ancillary rights. If the purchaser is the owner of the real property or is entitled to rental income for other legal reasons, he also assigns such rental income to the supplier. The amount of the assigned claim is determined in accordance with the preceding paragraph.

If the purchaser is wholly or partially in default with his payment obligations or with the honoring of due bills of exchange or cheques, or if over-indebtedness or suspension of payments occurs, or if an insolvency application is filed, the supplier is entitled to take immediate possession of all goods still subject to retention of title; likewise, he may immediately assert all further rights arising from the retention of title. The same applies in the event of any other significant deterioration in the purchaser's financial circumstances. The purchaser shall grant the supplier or his agents access to all business premises during business hours. The demand for surrender or the taking of possession does not constitute withdrawal from the contract. The supplier is entitled to realize the retained goods with the care of a prudent businessman and to satisfy his outstanding claims from the proceeds.

If the value of the security exceeds the supplier's claims against the purchaser arising from the ongoing business relationship by more than 20 percent, the supplier is obliged, upon the purchaser's request, to release securities of his choice.

9. INTELLECTUAL PROPERTY

The intellectual property in all deliveries and services and in their design, as well as in all associated software and documentation, belongs to Siebenhaar or the respective subcontractors or sub-suppliers of Siebenhaar.

10. WARRANTY

a. Siebenhaar warrants that its deliveries and services, including the absence of expressly guaranteed characteristics, are free from material and workmanship defects. The warranty period is 12 months from the date



of delivery or—if agreed—from commissioning. However, the warranty ends no later than 18 months from the date of delivery or notification of readiness for dispatch, whichever occurs first.

b. Siebenhaar will, at its own discretion, replace or repair free of charge those defective parts which, within 6 months—or within 3 months in continuous day-and-night operation—from the time of transfer of risk, are proven to have become unusable or significantly impaired in usability due to a circumstance existing prior to the transfer of risk, in particular due to poor construction material procured by the supplier or defective workmanship. This is subject to the purchaser fulfilling the contractual obligations incumbent upon him, in particular the agreed payment terms. The detection of such defects must be reported to the supplier immediately in writing. The purchaser's right to assert claims arising from defects expires in all cases 6 months from the time of the timely notice of defect, but not before the expiry of the warranty period. No further claims for any defect-remedy obligations exist. The latest deadline for asserting all warranty claims, including for replaced or repaired parts, ends no later than 24 months after the date of notification of readiness for dispatch, unless the warranty period has already expired earlier. Claims for damages by the customer pursuant to Art. 12a i) and ii) as well as under the Product Liability Act are subject exclusively to the statutory limitation periods.

b. Siebenhaar will, at its own discretion, replace or repair free of charge those defective parts which, within 6 months—or within 3 months in continuous day-and-night operation—from the time of transfer of risk, are proven to have become unusable or significantly impaired in usability due to a circumstance existing prior to the transfer of risk, in particular due to poor construction material procured by the supplier or defective workmanship. This is subject to the purchaser fulfilling the contractual obligations incumbent upon him, in particular the agreed payment terms. The detection of such defects must be reported to the supplier immediately in writing. The purchaser's right to assert claims arising from defects expires in all cases 6 months from the time of the timely notice of defect, but not before the expiry of the warranty period. No further claims for any defect-remedy obligations exist. The latest deadline for asserting all warranty claims, including for replaced or repaired parts, ends no later than 24 months after the date of notification of readiness for dispatch, unless the warranty period has already expired earlier. Claims for damages by the customer pursuant to Art. 12a i) and ii) as well as under the Product Liability Act are subject exclusively to the statutory limitation periods.

c. For the performance of all modifications or replacement deliveries deemed necessary by the supplier, the purchaser must grant the required time and opportunity free of charge. Defective parts are to be returned to the supplier only upon his request.

d. The freight costs for the defective parts shall be borne by the purchaser. Replaced parts become the property of the supplier.

e. No warranty is assumed for delivery parts that, due to their material nature, their type of use, natural wear and tear, faulty or negligent handling, excessive stress, unsuitable operating materials, chemical, electrochemical or electrical influences, or weather and natural effects, are subject to damage. This is presumed if the delivery item is not operated in accordance with Siebenhaar's regulations and instructions; if the customer fails to maintain the deliveries and services using qualified and trained personnel and/or in accordance with Siebenhaar's operating and maintenance instructions; or if the deliveries and services are operated with unsuitable operating materials. Ordinary wear and tear according to age, mileage, and quality level does not constitute a warranty claim. For third-party products, the supplier's warranty is limited to the assignment of the warranty claims to which the supplier is entitled against the supplier of the third-party product. For the running characteristics of gear units, the results from the supplier's test bench are decisive. The supplier assumes no warranty for malfunctions caused by installation conditions or improper maintenance. For the delivery of individual parts, the supplier warrants only for execution in accordance with the drawing.

f. The warranty expires if reworking, modifications, or repair work is carried out without prior approval of the supplier, as well as in the case of improper repair by the customer or third parties. Further claims of the purchaser, regardless of the legal basis, in particular for compensation of indirect or direct damage, are excluded, without prejudice to the provisions of Section 13 below.

g. For rework performed or replacement parts delivered, a warranty exists only until the expiry of the warranty period for the original delivery.



h. Siebenhaar is generally not liable for defects that the customer knows or grossly negligently does not know at the time of contract conclusion. Furthermore, the customer's defect claims require that he has complied with his statutory inspection and notification obligations. If a defect becomes apparent upon delivery, during inspection, or at any later time, Siebenhaar must be notified immediately in writing. If the customer fails to carry out proper inspection and/or defect notification, Siebenhaar's liability for the defect not, not timely, or not properly reported is excluded in accordance with statutory provisions.

11. WARRANTY FOR CONTRACT PROCESSING OF CUSTOMER-SUPPLIED PARTS

a. Siebenhaar warrants that, for contract processing services, the manufacturing is carried out in accordance with the drawing and free from processing defects. The warranty period is 6 months from the date of delivery. The supplier is not liable for defects arising from the behavior of the material when processing supplied material—machining, heat treatment, grinding, etc. If supplied parts become unusable during processing due to material defects or other deficiencies, the contractor must be reimbursed for the processing costs incurred.

b. If the workpieces become unusable due to circumstances for which the supplier is responsible, the supplier shall undertake the processing of identical replacement parts.

c. For single orders (fewer than 20 identical pieces), the replacement parts must be provided by the purchaser free of charge and delivered freight-free.

d. For series orders (applicable to 20 or more identical pieces), the supplier shall provide replacement only insofar as the scrap rate exceeds 5% of the quantity delivered—calculated separately for each version—and only up to the amount of the purchaser's costs for raw material and labor, but not exceeding five times the order value for the workpiece to be replaced. For repeat orders, the scrap rate is calculated based on the annual delivery, beginning with the first delivery. Further claims of the purchaser, regardless of the legal basis, are excluded.

12. LIABILITY OF THE SUPPLIER, EXCLUSION OF LIABILITY

a. Siebenhaar is liable for breaches of duty—regardless of the legal basis—only (i.) in cases of intent and gross negligence, (ii.) in cases of culpable injury to life, body, or health, (iii.) for defects fraudulently concealed by Siebenhaar, (iv.) within the scope of a guarantee commitment, (v.) for defects of the delivery item insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.

b. In the event of culpable breach of essential contractual obligations, Siebenhaar is also liable for simple negligence, but limited to the damage typical for the contract and reasonably foreseeable.

c. The supplier is not liable for loss of profit, production downtime, loss of use, data loss, or other indirect damages.

d. For all other damages, the supplier is liable up to a maximum of 100% of the order value.

e. Further claims are excluded.

13. RIGHT OF WITHDRAWAL AND OTHER RIGHTS

a. The purchaser is entitled to a right of withdrawal if delivery becomes completely impossible for the supplier, if the supplier in default culpably allows a reasonable grace period set with a threat of withdrawal to expire, if the supplier culpably allows a reasonable grace period set for remedying a defect for which he is responsible under the delivery conditions to expire without success, or if rectification proves to be impossible.

b. Unforeseen events within the meaning of Section 6 that lead to an exceeding of the agreed delivery time entitle the supplier, to the exclusion of any claims by the purchaser, to withdraw from the contract in whole or in part if the



economic circumstances have changed so significantly since the order was placed that fulfillment can no longer reasonably be expected of the supplier. This also applies if an extension of the delivery time was initially agreed.

c. Apart from the above right of withdrawal and the claims set out in Sections 6 and 12, the purchaser may not assert any compensation claims or other rights against the supplier for any disadvantages associated with the delivery contract or the delivery item, regardless of the legal basis on which such claims are made.

14. FORCE MAJEURE

Siebenhaar is not liable for impossibility or delays insofar as they are based on force majeure or on any other event not foreseeable at the time of conclusion of the contract and for which Siebenhaar is not responsible. This includes, in particular, official measures including any tightening thereof, delays in the issuance of necessary official permits, changes in legislation, strikes, lockouts or other labor disputes, terrorism, wars, uprisings, civil unrest, epidemics, pandemics, lightning, earthquakes, fire, storms, natural disasters, floods, sabotage, shortages of labor, energy and/or raw materials, theft, explosions, embargoes.

Such an event also includes incorrect and/or untimely delivery to Siebenhaar by its suppliers, provided Siebenhaar is not responsible for this and had concluded a corresponding congruent hedging transaction with the respective supplier at the time of contract conclusion or immediately thereafter. This also applies if Siebenhaar concludes the hedging transaction immediately after the contract conclusion with the customer.

Each party is entitled to interrupt or restrict its activities to the extent that it is hindered or impaired in performing them due to an event mentioned in the first paragraph of Art. 14 (with the exception of the obligation to make payments), provided that the affected party has informed the other party of this delay in writing (e.g. by email or fax) without culpable delay. The obligations of the affected party are then interrupted or restricted for the duration of the event mentioned in the first paragraph of Art. 14 and for the time necessary to resume work. The schedules shall be adjusted accordingly due to these delays. If the delay or reduction of contractual obligations continues for more than ninety (90) days, the parties shall consult on further procedures and attempt to reach an agreement within thirty (30) days.

If such an interruption or restriction of activities exceeds more than 180 consecutive days or a total of more than 6 months within a 12-month period, both the customer and Siebenhaar are entitled to terminate the contract in writing. No claims may be made for breaches of duty caused by force majeure. All claims and costs incurred prior to the occurrence of the force majeure event remain valid and will be settled.

15. LAWS, INTEGRITY

If, after conclusion of the contract, there is a change in applicable laws, directives, regulations, statutes and/or technical standards, Siebenhaar is entitled to adjust the delivery time and to claim the costs incurred as a result of the change.

The parties hereby undertake to take all necessary steps to prevent corruption, money laundering, and violations of competition law. A breach of this obligation may result in Siebenhaar terminating the contract prematurely for good cause.

16. EXPORT CONTROL

a. The customer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union, and the United States of America, as well as all other relevant regulations. Siebenhaar's performance of the contract is subject to the condition that no obstacles exist due to national or international export and import regulations or other statutory provisions.



In particular, the customer complies with Regulation (EU) No. 833/2014 of the Council of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as amended; Regulation (EC) No. 765/2006 of the Council of 18 May 2006 concerning restrictive measures against President Lukashenko and certain Belarusian officials, as amended; and Regulation (EU) No. 269/2014 of the Council of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty, and independence of Ukraine, as amended.

b. The customer undertakes not to re-export goods or technologies pursuant to Art. 12g of Regulation (EU) No. 833/2014 of the Council of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as amended, to Russia, Belarus, Iran, Syria, North Korea, or for use in the countries Russia, Belarus, Iran, Syria, or c. Furthermore, the customer assures that the deliveries and/or parts thereof to be transported under this contract will not and may not be transported through the territory of Russia and/or other embargo countries, unless the customer has obtained export permits from the competent authorities of the respective country for the transit of the deliveries through the territory of Russia.

The customer must provide Siebenhaar, prior to the delivery date of the deliveries and services or parts thereof (in the case of partial deliveries), with transport documents confirming the transport route of the deliveries and the absence of Russia and other embargo countries (for transit of the deliveries) on this route. Such documents may include the transport route description confirmed by the customer, the transport request and its confirmation by the customer specifying the transport route (confirmed transport order), as well as other transport documents.

If the customer receives a permit from the competent export control authority for the transit of the deliveries through Russia or another embargo country, the customer must provide Siebenhaar with a copy of this permit within the same period. If a valid transit permit is provided, the submission of transport documents is not required.

d. The customer shall indemnify Siebenhaar and/or the manufacturer of the deliveries and services against all claims, fines, penalties, damages, losses, and liabilities incurred as a result of the customer's non-compliance with Art. 16.

e. Non-compliance with any part of Art. 16 constitutes a material breach of this contract.

North Korea.

f. The customer is liable for the breach of any of the above assurances and/or warranties. The customer is obliged to unconditionally compensate Siebenhaar for all losses, damages, fines, and costs incurred by Siebenhaar and/or any company of the Siebenhaar Group in connection with a violation that is wholly or partly attributable to the customer's breach of an assurance or warranty.

g. If Siebenhaar determines, prior to the actual handover of the deliveries and services and/or parts thereof to the customer, that any of the above assurances and/or warranties does not correspond to the actual circumstances and/or the customer has not provided an acceptable written confirmation of compliance with the said assurances and warranties within 5 (five) working days after receiving Siebenhaar's request, Siebenhaar has the right to unilaterally terminate this contract in whole or in part by written notice to the customer. Such refusal is deemed lawful and does not result in any liability for Siebenhaar. Furthermore, Siebenhaar is entitled to claim damages arising in connection with the termination of this contract.

17. TAXES

All duties, taxes (in particular value-added, sales, excise, corporate, transportation, or withholding taxes), assessments, or charges of any kind shall be borne by the customer and are not included in the contract price or in any other amounts payable to Siebenhaar. This does not apply to taxes or charges imposed on Siebenhaar's profits or those that Siebenhaar must bear under the Incoterms® clause applicable to the provision of the deliveries and services.



If, in connection with the deliveries and services and/or with the contract itself, duties, taxes, assessments, or charges are imposed on Siebenhaar by authorities of the country in which the deliveries and services are to be installed or performed, the customer shall reimburse Siebenhaar for all such amounts upon proof.

The customer shall support Siebenhaar, where necessary, in claiming benefits under tax treaties in the country where the project is executed. Upon request, the parties shall provide each other with all necessary documents (certificate of residence, contractual agreement, permanent establishment registration certificate) required for the application of the tax treaty.

If the customer is required under applicable law to withhold or deduct any such duties, taxes, assessments, or charges from payments to be made to Siebenhaar, the customer shall increase the amount of its payment so that the net amount received by Siebenhaar corresponds to the contract price without such deductions. The customer shall provide Siebenhaar with proof that such payments have been made.

18. CONFIDENTIALITY

The parties shall keep the details of the contract and all information provided in connection with the contract confidential, and neither party may disclose or publish such details or information (except to the extent required for the purposes of the contract) without the prior written consent of the other party. The confidentiality obligation generally expires after 10 years, unless the parties have agreed otherwise. However, the confidentiality obligation expires in any case if and to the extent that the knowledge contained in the documents provided has become publicly known without a breach of this clause. Special confidentiality agreements and statutory provisions on the protection of trade secrets remain unaffected.

19. SEVERABILITY CLAUSE

If individual provisions of these General Terms and Conditions have not become part of the contract in whole or in part, or if, after conclusion of the contract, they become invalid, unenforceable, or void, or if a regulatory gap becomes apparent in the General Terms and Conditions, the remaining provisions shall remain effective.

If individual provisions have not become part of the contract, or are invalid, unenforceable, or void, the statutory provisions shall apply. If no corresponding statutory provision exists, the provision that the parties would have agreed upon had they considered this point from the outset shall replace the provision that has not become part of the contract, or is invalid, unenforceable, or void; in doing so, the mutual economic interests of the parties shall be taken into account in an appropriate and reasonable manner.

The preceding sentence applies accordingly in the event of regulatory gaps.

20. WRITTEN FORM CLAUSE

Amendments and/or supplements to these General Terms and Conditions require written form. This also applies to any amendment of this written form clause.

No side agreements have been made.

21. SPECIAL PROVISIONS

The customer is obliged to create, in a timely manner, appropriate working conditions as well as the actual and legal prerequisites for the performance of the deliveries and services.

Delays caused by the customer entitle Siebenhaar to adjust the delivery time and to claim the costs incurred as a result.

The customer shall provide qualified skilled and auxiliary personnel at his own expense. Siebenhaar is entitled to reject unsuitable personnel and/or demand their replacement at the customer's expense. Siebenhaar assumes no liability for improper performance of the work carried out by the skilled and auxiliary personnel provided by the customer.

The customer shall provide, free of charge, the official permits required for installation, production materials and auxiliary supplies such as gas, water, electricity, etc., as well as lifting equipment and transport devices (unless otherwise contractually agreed). Materials to be procured by Siebenhaar on site for the performance of the services will be charged based on actual expenditure.

22. ARBITRATION AND APPLICABLE LAW

All disputes arising in connection with this contract or concerning its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS), to the exclusion of ordinary legal recourse. The arbitral tribunal shall consist of three arbitrators. The place of arbitration is Kassel. The language of the proceedings is German. The substantive law applicable is the law of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).