

GENERAL TERMS AND CONDITIONS OF SALE AND CONSTRUCTION
JAEGER UNITEK SEALING SOLUTIONS, INC.
(Version 09/2024)

I. Scope of application

These General Terms and Conditions of Sale and Construction ("Terms and Conditions") for use in transactions with legal persons under private and public law apply to all contracts – including future contracts – for the sale and/or delivery of movable goods ("Goods"), including construction services and other legal relationships. General purchasing terms and conditions of the purchaser ("Purchaser") shall only be a component of this contract if we have expressly agreed to such terms and conditions in writing.

II. Quotations, orders, and confirmation

- Our quotations are non-binding. An order of Goods by the Purchaser shall be considered binding. If not otherwise indicated in the order, we may accept it within 14 calendar days after its reception. Verbal contracts, such as ancillary contracts and/or other commitments made by our employees are only legally binding if confirmed in writing.
- Orders and confirmations are only legally binding if they are made in writing.
- Specifications and features contained in documents associated with the quotation/confirmation such as drawings, images, technical data, references to standards, and statements in advertising materials or any modification thereof are not considered agreed unless expressly confirmed by us in writing.
- Any deviations between the actual Goods delivered and the corresponding quotations and order confirmations, samples, and preliminary deliveries are permitted following prior approval by the Purchaser. This shall also apply to any changes in the structure, color, or chemical or physical composition of the delivered item or individual parts thereof, insofar as they are similar in nature to the materials used (natural rubber and similar) and are of merchantable quality.

III. Prices and Payment Conditions

- Our prices are provided in USD unless otherwise agreed, and apply in accordance with EXW Incoterms® 2020, not including packaging or taxes. Prices are calculated based on the pricing list valid on the date of conclusion of the contract. Should our manufacturing or procurement costs of the Goods vary by 5% or more during the term of the contract due to changing purchase prices of raw materials and other materials or any other cost elements, we may adjust the agreed prices accordingly. The change in market prices will be used as a reference, insofar as this is fair and equitable. The adjustment of prices shall take effect immediately.
- Our invoices are due within 30 days net of the invoice date ("Due Date"). Payment must be made by the Due Date. The agreed discount always applies to the value of Goods listed on the invoice, including freight, and will only be granted if all Purchaser liabilities have been fully paid at the time the discount is granted.
- The Purchaser shall be in default if it fails to pay in full by the Due Date. Interest shall accrue on the purchase price or compensation owed during the period of default at the applicable statutory default interest rate. Our claim to commercial interest on maturity against merchants shall remain unaffected. We are also entitled to invoice an administration fee of 90 USD for the expenses incurred by us due to the default. We expressly reserve the right to assert further damages resulting from the default. If it becomes clear after the contract is concluded that our claim to the purchase price or compensation is endangered because the Purchaser is unable to make payment (for instance, due to Purchaser becoming insolvent or filing for bankruptcy), we are entitled to deny service and to withdraw from the contract in accordance with the law. We may, in our sole discretion, grant Purchaser a grace period to cure the default. For contracts on the manufacturing of non-fungible Goods, we may terminate the contract immediately.
- The Purchaser shall have set-off rights or the right to withhold payment only insofar as their claim is legally binding or is not disputed. If there are defects in our delivery or service, the rights of the Purchaser shall remain unaffected.
- Claims of the Purchaser deriving from the business relationship may only be assigned with our written consent.
- In the event of partial prepayment on an order, the balance of the order must be paid before the confirmed delivery date. If the Purchaser is more than 30 days in arrears with the payment of the balance, the original advance payment on the order shall be forfeited to us and the contract shall be deemed cancelled.
- If payment is delayed, we shall be entitled to invoice statutory interest at the latest from the time of default.
- If, after conclusion of the contract, it becomes apparent that our payment claim is jeopardized due to Purchaser's inability to pay, we are entitled to any and all remedies under the Delaware Uniform Commercial Code. We are entitled to call due payment for all

claims from our current business relationship with the Purchaser not barred by the statute of limitations. In the event of default in payment, we are entitled, after a reasonable grace period, to demand the return of the Goods and to prohibit the resale and further processing of the delivered Goods. Reclaiming the Goods shall not be deemed a withdrawal from the contract. The Purchaser may avert all such consequences by paying the amount owed.

IV. Delivery conditions and packaging

- Upon delivery of the Goods to a freight or shipping company, and at the latest when said Goods leave our warehouse – or the delivering factory for drop shipments – risk shall be transferred to the Purchaser, according to Ex Works (ICC 2020 version), for all deliveries, including prepaid and free deliveries. The obligation and costs of loading shall be borne by the Purchaser. We will only provide full value transportation insurance at the instruction and cost of the Purchaser.
- Upon request and at the cost of the Purchaser, Goods shall be shipped to another destination (sales shipment). If not otherwise agreed, we are entitled to select the type of shipment (in particular the transportation company, shipping route, packaging). However, in the case of sales shipments, the risk of accidental deterioration and accidental destruction of goods, as well as the risk of delay, shall be transferred upon delivery of Goods to the freight company, forwarding company, or other person or entity tasked with performing the delivery. If acceptance has been agreed to, this will determine the time of passing of risk.
- If the Purchaser defaults, if it fails to cooperate, or if our delivery is delayed for other reasons for which the Purchaser is responsible, we are entitled to request reimbursement for any resulting damages, including additional expenses (such as storage costs) from the Purchaser. Our right to prove higher damages and our other legal rights (in particular reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected.
- If we deliver the Goods packaged, we shall invoice the packaging at net cost price; we shall take back packaging delivered by us, within the framework of statutory regulations, provided that the Purchaser returns it to us, carriage paid, within a reasonable period.
- We may make partial deliveries to a reasonable extent. For Goods produced according to customer specifications, additional deliveries of up to 10% of the ordered quantity shall be accepted.
- If we agree to a call-off contract, we are entitled to purchase materials for the entire ordered quantity and to manufacture or have the entire ordered quantity manufactured immediately. Unless otherwise agreed in writing, change requests can no longer be taken into consideration after the contract is concluded. Call-off dates and quantities can only be complied with within the framework of our delivery or manufacturing options, unless firm contracts are concluded for this purpose. If Goods are not called in accordance with the contract, we are entitled to invoice them as delivered after the expiration of a reasonable grace period, however not later than twelve months after the conclusion of the contract.

V. Title

- All delivered Goods shall remain our property ("Reserved Goods") and may be reclaimed by us until all claims from the business relationship have been fulfilled, no matter their legal basis, including future or conditional claims.
- Reserved Goods shall be processed for us as seller and/or without resulting in any obligations for us. If Reserved Goods are processed, combined, or mixed with other goods by the Purchaser, we will retain co-ownership of the new Goods per the ratio of the invoiced value of Reserved Goods in relation to the invoiced value of the other goods used. If our ownership lapses due to combination or mixing, the Purchaser hereby assigns any ownership rights upon the new inventory or Goods to which it is entitled, to the extent of the invoiced value of the Reserved Goods, and shall safeguard said Goods for us free of charge.
- Purchaser claims resulting from the further sale of Reserved Goods are hereby assigned to us. They shall serve as safeguard claims in the same manner as the Reserved Goods. If the Purchaser sells the Reserved Goods with other goods not bought from us, the assignment of claims resulting from the sale shall only apply to the sale value of the respective Reserved Goods sold. When selling Goods to which we have co-ownership rights, the assignment of the claim shall apply to this co-ownership percentage.
- The Purchaser is entitled to collect claims from further sale until we revoke the contract, which we may do at any time. We will only make use of our right of revocation in the cases described in clause III no. 6. Upon request, the Purchaser is obligated to inform its purchasers that claims have been assigned to us - unless we do so ourselves - and to

provide us with the information and documents required to collect on the claims. The Purchaser must inform us immediately of any seizure or other impairment by third parties.

5. If the recoverable value of the safeguards exceeds our claims by more than 10%, we will release safeguards at our own discretion upon request by the Purchaser.

VI. Delayed deliveries

1. Agreed delivery deadlines are binding and must be adhered to. Delivery times and dates are adhered to if by their expiry the delivered item has left our factory, provided that the agreed delivery times and dates are not exceeded by more than two weeks. Delivery deadlines shall be extended accordingly if the Purchaser does not duly submit all documents and/or approvals it is required to provide, or if it does not comply with agreed payment conditions or other obligations, and if it is responsible for the delay.
2. The beginning of the delivery delay shall be determined in accordance with the law. In any case, however, the Purchaser must provide notice of any delivery delay.
3. In general, we do not agree to any flat rate claims for damages or any contractual penalty in case of delayed delivery through effective inclusion of General Purchasing Conditions or other contractual conditions of the Purchaser.

VII. Warranty for defects

1. Statutory regulations apply to the rights of the Purchaser for material, workmanship and legal defects (including incorrect or reduced deliveries and improper assembly or incorrect operating instructions), unless otherwise specified herein.
2. Complaints regarding obvious defects must be submitted to us immediately after the receipt of Goods, and shall not be accepted if we do not receive the complaint within 8 calendar days after the receipt of Goods. Hidden defects must be submitted immediately after their detection. The Purchaser is obligated to provide us with the affected Goods upon request.
3. If complaints regarding defects are justified and submitted immediately, we may correct the defects or deliver Goods free from defects (as a supplementary fulfillment), at our discretion. If the supplementary fulfillment fails, or if we reject such fulfillment, the Purchaser may reduce the purchase price or withdraw from the contract after providing an appropriate grace period. If the defect is not significant, the Purchaser may only reduce the purchase price at our discretion. If Goods need to be exchanged due to normal wear and tear and after the end of their usual service lives, Purchaser may not claim a defect claim.
4. In urgent cases, particularly in cases of imminent shutdown, the Purchaser may only undertake to correct the defects at our cost if we agree in advance in writing and if the defect originated due to our culpability.
5. We will only pay Purchaser expenses, in particular installation and removal costs, to the extent stipulated by law. We will not pay expenses resulting from sold Goods being delivered to a location other than the headquarters or registered office of the Purchaser, nor to a difficult to access location, unless this complies with the contract.
6. We hereby expressly reject the provision of any guarantee for the properties and/or minimum durability of the Goods, and no such guarantee shall be agreed even if our documentation of the business transaction indicates otherwise in writing. We will only accept liability for a guarantee if required by law.
7. When filing a claim for defects, the Purchaser may not withhold payment.
8. Further rights related to defect liability are excluded in accordance with clause VIII. This applies in particular to claims for damages that did not occur to the Goods themselves (subsequent damages) and for damages caused by failure to comply with applicable specifications on installation, assembly, operation, or maintenance or through improper use of the Goods.
9. If not otherwise agreed in writing, the statute of limitation for warranty claims to which the Purchaser is entitled in relation to the delivery of Goods is 12 months from delivery. Insofar as acceptance is agreed or stipulated by law, the statute of limitations shall begin upon acceptance.

VIII. Exclusion of liability

1. We will only be liable for the breach of contractual and non-contractual obligations due to impossibility, delay, culpability upon initiating the contract, and prohibited behavior in cases of intent or gross negligence, including that of our agents and employees. We will not be liable for such a breach committed by a sub-contractor. In general, we do not agree to any exemption from liability in favor of the Purchaser through effective inclusion of General Purchasing Conditions or other contractual conditions of the Purchaser.
2. These restrictions shall not apply to culpable breaches of cardinal contractual obligations, if these endanger the achievement of the purpose of the contract, nor shall it apply to injuries to life, body, or health, nor if we have intentionally concealed defects in Goods. Regulations on burden of proof shall remain unaffected.

3. These limitations shall not apply in case of culpable offence against essential contractual duties, insofar as the achievement of the contractual goal will be endangered, in case of injury of life, body or health (personal injuries) and if and insofar as we maliciously concealed defects in the item or guaranteed their absence. The provisions concerning the burden of proof shall remain unaffected hereby.

IX. Tooling, provided Goods, and construction

1. Tooling or mold costs must be paid on order. Property rights in molds, tools and other devices which are necessary for the production of ordered parts are attributed exclusively to us. If such devices become unusable before the agreed quantity is produced, the costs incurred for the replacement shall be borne by us. Our liability for tools, molds and other production devices provided by the buyer is limited to the same care as exercised in own matters. Costs for maintenance and care shall be borne by the buyer. Our duty of retention expires – independent of buyer's property rights – at the latest two years after the mold or the tool has been used last time; after the retention period has expired we may at any time request their return.
2. If the Purchaser must provide Goods or materials to carry out the order, these must be delivered immediately, without defects, and free of charge (no charge to the production location) with the agreed or an appropriate additional quantity for scrap. We will only be liable for defects in Goods or materials delivered by the Purchaser if we should have been aware of these defects had we shown proper professional due diligence.

X. Confidentiality

1. We reserve ownership rights and copyrights over our confidential information, such as documentation, drafts, drawings, product specifications and other relevant files and instructions. This information may only be made accessible to third parties, or otherwise disclosed or published, with our prior approval in writing. Drawings and other documents associated with offers must be returned to us upon request.
2. Confidential information we receive from the Purchaser may be duplicated by us and provided to third parties, within the framework of and in order to carry out the respective project, including necessary market inquiries, without the prior approval of the Purchaser. We will contractually obligate third parties to maintain confidentiality accordingly. Documentation and retention obligations are established by law.

XI. Intellectual Property Rights

1. We will retain unrestricted authorization to dispose of our own information, in particular to assert naming and/or copyrights and/or apply for protected rights and patents. The Purchaser is not entitled to use our confidential information to register property rights or in any other way beyond the specific project.
2. If we deliver Goods based on drawings, models, samples, or other documents provided to us by the Purchaser, the Purchaser shall ensure that this will not violate third party rights, specifically, trademark, copyright, and commercial property rights. If third parties prohibit us from manufacturing and/or delivering contractual Goods based on their own rights, we are entitled to cease our activities associated with the complaint immediately, without reviewing the legal situation. The Purchaser is obligated to indemnify us against all third party claims associated with any asserted legal violation. In such cases, our right to assert claims for damages against the Purchaser shall remain unaffected.

XII. Force majeure

In cases of force majeure or other unforeseeable events such as operating disruptions, fire, floods, war or terrorism, epidemic, labor disputes or strikes, lockouts or official measures, lack of power or raw materials suffered by us or our suppliers, we are released from our obligation to fulfill the contract. Delivery deadlines shall be extended to a reasonable extent if the resulting obstacles can be proven to have a significant influence on the production or delivery of Goods. We will inform the Purchaser of such circumstances immediately. If it becomes impossible for us or the Purchaser to fulfill the contract due to a force majeure event, either party may withdraw from the contract if and when the delay in the fulfillment surpasses six months.

XIII. Compliance

1. We presume that the Purchaser complies with all national and international legal regulations and ethical principles throughout all levels of business activity. In accordance with the values and standards defined in the Code of Conduct for Business Partners of the Jäger Group (available in its current version at <https://www.jaegergroup.com/en/companies/facts-figures/sustainability/>), the Purchaser is obligated to:
 - a. comply with all national and international legal regulations and respect ethical principles at all levels of business;

- b. follow the globally recognized provisions for the protection of human rights;
 - c. implement the principle of equal treatment and equal opportunities for their employees, regardless of his/her ethnic origin, gender or sexual orientation, religion or political affiliation and age or disability;
 - d. treat all of its employees in a respectful and tolerant manner and remunerate them in compliance with the respective national legal standards;
 - e. comply with safety and health standards by preventive occupational safety in order to avert dangers to employees or third parties;
 - f. observe the applicable environmental protection regulations and strive to minimize waste and emissions beyond the minimum legal requirements in order to keep soil, air and water pollution as low as possible. This includes, to the extent possible, reducing energy consumption as well as avoiding the use of chemicals or other hazardous substances and, insofar as their use is unavoidable, ensuring their proper handling and disposal;
 - g. adhere to the applicable competition laws and uphold fair competition by refraining from discussions or agreements on prices, conditions, or capacities with competitors, avoiding the unlawful acquisition of competitive information, prohibiting acts of corruption, and ensuring that business relationships remain objective and uninfluenced by private interests or advantages;
 - h. comply with the applicable data protection regulations, using personal data solely for lawful purposes and implementing measures to safeguard privacy;
 - i. protect trade secrets by implementing secure processes and structures, preventing unauthorized disclosure to third parties; and
 - j. establish and maintain a confidential and secure mechanism to report behaviors potentially violating legal regulations within their organization. This process should trigger an internal investigation, protecting employees from retaliation or disciplinary action, and emphasizing the importance of maintaining confidentiality and anonymity.
2. In case of suspected or confirmed non-compliance with the above obligations, we may request relevant documentation from the Purchaser and/or carry out on-site inspections and demand remedial action plans and the implementation of appropriate measures.

XIV. Place of fulfillment, jurisdiction, and applicable law

1. The place of fulfillment for delivery of our Goods is the headquarters of our respective indicated responsible location, unless otherwise indicated, and otherwise the headquarters of our company.
2. All matters shall be determined according to the laws of the State of Delaware, without regard to the choice of law rules thereof. However, in all cases we are likewise entitled to bring complaints at the place of fulfillment for the delivery obligation according to these Terms and Conditions or at the Purchaser's general place of jurisdiction.
3. The regulations of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 04/11/1980 and conflict of law rules are expressly excluded.