

General Terms and Conditions / GTC
Terms of Delivery
Langer EMV-Technik GmbH

1. General Provisions

- a. These General Terms and Conditions exclusively apply to the legal relationship between Langer EMV-Technik GmbH (hereinafter: the Supplier) and the customer (hereinafter: the Purchaser) in connection with the Supplier's deliveries and/or services. The Purchaser's terms and conditions shall apply only if expressly accepted in writing by the Supplier. The scope of deliveries shall be determined by the mutually consistent written declarations of the parties.
- b. These General Terms and Conditions shall also apply to all future deliveries and services by the Supplier to the Purchaser, even if they are not expressly agreed again.
- c. The Supplier retains unrestricted proprietary and copyright exploitation rights to cost estimates, drawings and other documents (hereinafter: Documents). The Documents may be made accessible to third parties only with the Supplier's prior consent. If the order is not placed with the Supplier, the Documents shall be returned to the Supplier in full upon request, at the latest within 14 calendar days; digital Documents shall be demonstrably deleted within this period.
- d. Documents within the meaning of these terms and conditions also include electronic files, digital drawings, CAD data, calculations, presentations, specifications and other digitally transmitted information.
- e. The Supplier is entitled to use the Purchaser's Documents exclusively for the purpose of preparing offers and performing the contract and to reproduce them internally for this purpose.
- f. Clauses 1(a) to 1(c) apply accordingly to the Purchaser's Documents.
- g. With respect to standard software and firmware, the Purchaser is granted a non-exclusive, non-transferable and non-sublicensable right to use them with the agreed performance characteristics, in unmodified form, on the contractually intended devices. The Purchaser is entitled to create one backup copy. Any further rights, in particular rights to modify, decompile, reproduce or use on other systems, exist only if expressly agreed.
- h. Partial deliveries may be invoiced separately provided that they are economically usable for the Purchaser and do not materially impair the intended purpose of use.

2. Prices, Terms of Payment and Set-Off

- a. Prices are ex works including packaging, plus the applicable statutory value-added tax (VAT).
- b. If the Supplier has made the ordered goods available for collection and nothing else has been agreed, the Purchaser shall bear, in addition to the agreed remuneration, all incidental costs arising thereby, in particular transport, delivery, customs and storage costs.
- c. Payments shall be made to the paying office/bank account of the Supplier stated on the invoice.
- d. Unless otherwise agreed, all invoices of the Supplier are due for payment without deduction within 14 calendar days from the invoice date.

3. Default, Reminders, Default Interest

- a. If the Purchaser exceeds the payment deadline, the Purchaser shall be in default without further reminder. From the date of default, the Supplier is entitled to charge default interest at a rate of 9 percentage points above the respective base interest

rate pursuant to Section 288 (2) of the German Civil Code (BGB). The Supplier reserves the right to assert further damages caused by default.

- b. For each justified reminder, the Supplier may charge a flat reminder fee of EUR 5.00, unless the Purchaser proves that lower costs were incurred.
- c. The Purchaser may only set off claims that are undisputed or have been finally adjudicated.
- d. The Purchaser's rights of retention arising from the same contractual relationship remain unaffected.

4. Retention of Title

- a. The items delivered (goods subject to retention of title; Reserved Goods) remain the property of the Supplier until all claims of the Supplier against the Purchaser arising from the business relationship have been fully satisfied.
- b. During the existence of the retention of title, the Purchaser shall not pledge the Reserved Goods or transfer them as security. Resale is permitted only to resellers in the ordinary course of business and only on the condition that the reseller receives payment from its customer or stipulates that title shall pass to the customer only once the customer has fulfilled its payment obligations.
- c. If the Purchaser resells the Reserved Goods, the Purchaser hereby assigns to the Supplier, by way of security, its future claims arising from such resale against its customers, together with all ancillary rights — including any balance claims — without requiring any further specific declarations. If the Reserved Goods are resold together with other items and no separate price is agreed for the Reserved Goods, the Purchaser shall assign to the Supplier that portion of the total price claim corresponding to the price of the Reserved Goods invoiced by the Supplier.
 - i. The Supplier and the Purchaser already agree that, in the event of combining or mixing the Reserved Goods with other items not belonging to the Supplier, the Supplier shall in any case acquire co-ownership of the new item in the proportion resulting from the ratio of the value of the combined or mixed Reserved Goods to the value of the other goods at the time of combination or mixing. To that extent, the new item shall be deemed Reserved Goods.
 - ii. The provision on assignment of receivables pursuant to Clause 4(c) shall also apply to the new item. However, the assignment shall apply only up to the amount corresponding to the value of the processed, combined or mixed Reserved Goods invoiced by the Supplier.
 - iii. The Supplier shall disclose the assignment to third parties only if there is good cause, in particular in the event of payment default.
- d. Until revoked, the Purchaser is authorized to collect the assigned receivables from the resale. If there is good cause, in particular in the event of payment default, cessation of payment, opening of insolvency proceedings, protest of a bill of exchange, or justified indications of over-indebtedness or impending inability to pay of the Purchaser, the Supplier is entitled to revoke the Purchaser's collection authorization. Furthermore, after prior notice and upon expiry of a reasonable period, the Supplier may disclose the security assignment, realize the assigned receivables and require the Purchaser to disclose the security assignment to the customer. A reasonable period is generally at least 7 calendar days.
- e. In the event of seizure, confiscation or other dispositions or interventions by third parties, the Purchaser shall notify the Supplier without undue delay. Upon substantiation of a legitimate interest, the Purchaser shall without undue delay

provide the Supplier with the information necessary to assert its rights against the customer and hand over the required documents.

- f. In the event of breaches of duty by the Purchaser, in particular in the event of payment default, the Supplier is entitled, after unsuccessful expiry of a reasonable period set for performance, not only to take back the goods but also to rescind the contract; statutory provisions regarding dispensability of setting a deadline remain unaffected. The Purchaser is obliged to surrender the goods. Taking back the goods, asserting retention of title or seizing the Reserved Goods by the Supplier shall not constitute rescission from the contract unless the Supplier has expressly declared so.

5. Delivery Periods; Delay

- a. Compliance with delivery periods presupposes timely receipt of all Documents to be supplied by the Purchaser, necessary permits and approvals, in particular plans, as well as compliance with the agreed payment terms and other obligations by the Purchaser. If these prerequisites are not fulfilled in time, the delivery periods shall be reasonably extended; this does not apply if the Supplier is responsible for the delay. The Supplier will inform the Purchaser without undue delay of any delays and their expected duration.
- b. If failure to comply with the delivery periods is due to
- i. force majeure (e.g., natural disasters, war, terrorist acts, riots, governmental measures), including strikes, lockouts, pandemics and their logistical consequences,
 - ii. virus or other third-party attacks on the Supplier's IT systems, insofar as these occur despite compliance with customary due care in protective measures,
 - iii. impediments due to applicable national, EU or international foreign trade law regulations, embargoes or other circumstances for which the Supplier is not responsible, or
 - iv. untimely or improper supply to the Supplier, the delivery periods shall be reasonably extended.
- c. The Purchaser's claims for damages due to delay in delivery as well as claims for damages in lieu of performance are excluded in all cases of late delivery — irrespective of the legal basis. This shall also apply after expiry of any delivery deadline set for the Supplier.
- i. The above exclusion of liability shall not apply insofar as the Supplier has caused the delay in delivery intentionally or through gross negligence, or insofar as liability for injury to life, body or health is mandatory.
 - ii. Rescission of the contract is permitted only within the scope of the statutory provisions and requires that the delay in delivery is attributable to the Supplier.
 - iii. The above provisions do not entail any change in the statutory burden of proof to the Purchaser's detriment.
 - iv. Claims under mandatory law, in particular under the Product Liability Act (Produkthaftungsgesetz), remain unaffected.
- d. At the Supplier's request, the Purchaser shall be obliged within a reasonable period to declare whether it rescinds the contract due to the delay in delivery or insists on delivery.
- e. If shipment or delivery is delayed at the Purchaser's request by more than 30 days after notification of readiness for dispatch, the Purchaser may be charged storage fees of 0.5% of the net price of the delivered items for each additional commenced

month, but not exceeding a total of 5%. The contractual parties remain free to prove higher or lower storage costs.

6. Transfer of Risk

- a. Risk shall pass to the Purchaser, even in the case of carriage-paid delivery, as follows:
 - i. in the case of delivery without installation or assembly, when the goods have been dispatched or collected. At the Purchaser's request and expense, the Supplier shall insure the delivery against customary transport risks;
 - ii. in the case of delivery with installation or assembly, on the day of acceptance into the Purchaser's own operations or, if agreed, after successful trial operation.
- b. If shipment, delivery, commencement or performance of installation or assembly, acceptance into operations or trial operation is delayed for reasons for which the Purchaser is responsible, or if the Purchaser is in default of acceptance for other reasons, risk shall pass to the Purchaser.
- c. Insofar as INCOTERMS® are agreed, the transfer of risk shall additionally be governed by the INCOTERMS® agreed in writing in the version valid at the time the contract is concluded.

7. Taking Delivery

- a. The Purchaser may refuse taking delivery only due to material defects.
- b. A defect shall be deemed material only if the functionality of the delivery is materially impaired.

8. Defects in Quality (Material Defects)

- a. Obvious defects must be notified without undue delay, at the latest within 7 calendar days after delivery, in text form and at least by e-mail to sales@langer-emv.de. Section 377 of the German Commercial Code (HGB) remains unaffected.
- b. At the Supplier's discretion, all parts or services that have a material defect shall be repaired, re-delivered or re-performed free of charge, provided that the cause of the defect already existed at the time risk passed and provided that notice was given in accordance with Clause 8(a).
- c. Defect notices by the Purchaser must be made in writing without undue delay.
- d. In the event of defect claims, the Purchaser may withhold payments only to an extent that is in reasonable proportion to the material defects that have occurred.
 - i. A right of retention does not exist insofar as defect claims are time-barred; the limitation period is 2 years from the transfer of risk, unless mandatory statutory law provides otherwise.
 - ii. If the defect notice was unjustified, the Supplier is entitled to reimbursement by the Purchaser of the expenses incurred.
- e. The Supplier shall be granted the opportunity to remedy defects within a reasonable period.
- f. If subsequent performance fails, the Purchaser may — without prejudice to any claims for damages — rescind the contract or reduce the remuneration.
- g. Defect claims do not exist in the case of only insignificant deviation from the agreed quality, only insignificant impairment of usability, natural wear and tear or damage occurring after transfer of risk as a result of improper or negligent handling, excessive use, unsuitable operating resources not provided for under the contract, ... as well as software defects that cannot be reproduced despite reasonable cooperation by the Purchaser (in particular provision of log data, reproduction steps

and a test environment). If the Purchaser or third parties make modifications, installation/removal or repair work, or improper use, no defect claims exist for such work and the resulting consequences either.

- h. Claims by the Purchaser for expenses necessary for the purpose of subsequent performance are excluded insofar as the expenses increase because the item delivered was subsequently moved to a place other than the Purchaser's branch/registered place of business, unless the relocation corresponds to its intended use.
- i. Claims for damages by the Purchaser due to a material defect are excluded. This does not apply in cases of fraudulent concealment of the defect, non-compliance with a quality guarantee, or intentional or grossly negligent breach of duty by the Supplier. The above provisions do not entail any change in the burden of proof to the Purchaser's detriment. Further or other claims of the Purchaser due to a material defect beyond those regulated in this article are excluded. Claims under the Product Liability Act remain unaffected.

9. Industrial Property Rights and Copyrights; Defects in Title

- a. Unless otherwise agreed, the Supplier is obliged to provide the delivery only in the country of the place of delivery without infringing third parties' industrial property rights and copyrights (hereinafter: IP Rights). Any further IP rights clearance outside the country of delivery shall be carried out only on the basis of a separate agreement.
- b. The Supplier's obligations stated above exist only insofar as the Purchaser informs the Supplier in writing without undue delay of claims asserted by a third party, does not acknowledge an infringement and reserves to the Supplier all defensive measures and settlement negotiations. If the Purchaser discontinues use of the delivery for damage mitigation or other important reasons, it is obliged to inform the third party that discontinuation of use does not constitute acknowledgment of an IP rights infringement.
- c. Claims of the Purchaser are excluded insofar as the Purchaser is responsible for the infringement of IP Rights.
- d. Claims of the Purchaser are also excluded insofar as the infringement of IP Rights is caused by specific specifications of the Purchaser, by an application not foreseeable by the Supplier, or by the fact that the delivery is modified by the Purchaser or used together with products not supplied by the Supplier.
- e. At its own discretion, the Supplier is entitled either to modify the delivery so that third-party IP Rights are no longer infringed, or to procure the Purchaser a corresponding right of use.

10. Reservation of Performance (Compliance)

- a. Performance of the contract is subject to the condition that no impediments exist due to German, U.S. or other applicable national, EU or international foreign trade law regulations and that no embargoes or other sanctions apply.
- b. The Purchaser is obliged to provide all information and documents required for export, transfer and/or import.

11. Export Control

- a. The Purchaser shall confirm that it is not listed on any national or international sanctions list and shall inform the Supplier without undue delay of any changes.
- b. The Supplier is entitled to conduct regular checks as part of its sanctions-list compliance.

- c. If the Purchaser resells the delivered products in whole or in part to third parties (e.g., as distributor or reseller), it shall ensure that these end customers are also not listed on any national or international sanctions lists and that the transfer does not violate applicable export control or sanctions regulations.
- d. Upon request, the Purchaser shall without undue delay provide the Supplier with the information required to verify compliance with these obligations and submit corresponding evidence.
- e. The Purchaser shall indemnify and hold the Supplier harmless from any and all damages, costs and claims resulting from a culpable breach by the Purchaser or its customers of export control or sanctions regulations.

12. Impossibility; Contract Adjustment

- a. If performance is impossible, the Purchaser is entitled to claim damages unless the Supplier is not responsible for the impossibility. However, the Purchaser's claim for damages is limited to 10% of the value of that part of the delivery that cannot be used for its intended purpose due to the impossibility. This limitation does not apply insofar as liability exists in cases of intent, gross negligence or for injury to life, body or health; this does not entail any change in the burden of proof to the Purchaser's detriment. The Purchaser's right to rescind the contract remains unaffected.
- b. If performance is only partially impossible, the right of rescission and the unusability of the delivery are limited to the affected part.
- c. If this is not economically reasonable, the Supplier shall have the right to rescind the contract. The same applies if required export licenses are not granted or are not usable. If the Supplier wishes to exercise this right of rescission, it shall notify the Purchaser without undue delay after becoming aware of the significance of the event, even if an extension of the delivery time had initially been agreed with the Purchaser.

13. Other Claims for Damages

- a. Unless otherwise regulated in these terms of delivery, claims for damages by the Purchaser — regardless of the legal basis — in particular due to breach of obligations arising from the obligation relationship and due to tort, are excluded.
- b. Liability for intent and gross negligence, for injury to life, body or health, and liability under mandatory law, in particular the Product Liability Act, remain unaffected.

14. Place of Jurisdiction and Applicable Law

- a. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the Supplier's registered office. However, the Supplier is also entitled to bring an action at the Purchaser's registered office.
- b. This contract, including its interpretation, is governed by German law.

15. Binding Nature of the Contract (Severability)

- a. Should any provision of this contract be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The parties undertake to agree a valid provision in place of the invalid provision that comes closest to the economic purpose of the invalid provision.