

# GENERAL TERMS AND CONDITIONS OF SALE of QUISS GmbH

Version: September 2025

## 1. Scope of Application

1.1. These General Terms and Conditions of Sale apply to the supply of products ("Products") and related services by QUISS GmbH (the "Company"). These General Terms and Conditions of Sale also apply to all future business with the customer (as defined in clause 1.2) to the extent that such transactions are of a similar nature.

1.2. The Company's offers are directed exclusively at customers ("Customers") who are entrepreneurs (section 14 German Civil Code – BGB), legal entities under public law or special funds under public law. Sales to consumers (section 13 BGB) are excluded.

1.3. The Company is willing to conclude contracts solely based on these General Terms and Conditions of Sale. The Customer's general terms and conditions shall not apply. This also applies if the Company does not expressly object to the Customer's general terms and conditions in an individual case.

## 2. Offer and Acceptance; Contract Content

2.1. Any offers made by the Company are always non-binding unless expressly designated as binding and shall be understood as an invitation to the Customer to submit its own offer (order).

2.2. Customer orders shall only be deemed accepted when confirmed by the Company in writing or by email. The Company is not obliged to accept any Customer order.

2.3. The contract is concluded upon the Company's acceptance of the order. The written confirmation of the Company shall be exclusively decisive for the content of the contractual relationship. If the contract is concluded by a jointly signed contractual document, the contract is formed upon execution of that document.

2.4. Oral statements shall not become part of the contract unless expressly agreed otherwise.

2.5. Cancellation of orders by the Customer is governed, within the scope of section 648 BGB, by the provisions set forth therein. Otherwise, cancellation is only permitted with the Company's consent. In the event of cancellation, the Customer shall - also within the scope of section 648 BGB - pay a flat cancellation fee of 10% of the remuneration for the affected order. If payments have already been made, the flat cancellation fee amounts to 10% of the remaining remuneration. The Company is entitled to prove and claim costs and damages exceeding this (e.g., costs already incurred, loss of profit).

## 3. Information and Advice

Where the Company provides information or advises the Customer, it does so to the best of its knowledge. Details and information regarding the suitability and application of the goods do not release the Customer from conducting its own tests and trials and do not constitute an agreement on contractual quality or suitability for a specific use.

## 4. Product Quality

4.1. The required characteristics of the products are determined exclusively by the agreed product specifications. Subjective and objective requirements beyond the agreed product specifications are excluded.

4.2. The Customer bears the risk of use of the Products. The Customer is responsible for compliance with special regulations applicable to the Customer's operations or to the import or export, as well as for obtaining all necessary permits.

4.3. Characteristics of samples and specimens are only binding to the extent that they have been expressly agreed as the quality of the Products.

4.4. Industry-standard deviations from the product specifications are permissible unless such deviations would adversely affect the product characteristics.

4.5. The Company is entitled to replace raw materials and components with alternative raw materials or components, provided that no specific raw materials or components have been agreed and as long as the agreed product specifications are met.

4.6. Unless expressly agreed otherwise, no accessories or manuals are owed. Any manuals provided by the Company are for informational purposes only and do not constitute an agreement on any corresponding contractual quality of the products, nor do they establish suitability for any use presumed under the contract.

4.7. Statements regarding qualities and durability as well as other statements by the Company constitute warranties only if expressly agreed and designated as such.

4.8. For goods with digital elements or other digital content, the Company owes the provision and, where applicable, updating of the digital content only to the extent expressly resulting from a quality agreement.

## **5. Delivery**

5.1. Deliveries are made ex works (EXW Incoterms® 2020) unless the parties have agreed otherwise.

5.2. Deliveries by the Company are made within the delivery time agreed in writing. Delivery dates communicated by the Company are always approximate unless expressly designated as binding. The delivery period is met if the Products have left the Company's facility or warehouse by the end of the period or date, or if readiness for dispatch has been communicated.

5.3. Delivery dates are always subject to proper self-supply of the Company by its suppliers, provided that the Company has undertaken reasonable and appropriate cover transactions. In the event of non-delivery or late delivery to the Company, the Company is entitled to cancel corresponding Customer orders or to reasonably extend deadlines. The Company shall inform the Customer without undue delay of any potential unavailability of the Products and, in case of cancellation, shall refund any payments already received.

5.4. The Company is entitled to render and invoice partial deliveries, provided that the partial delivery can be used by the Customer for the contractual purpose, the delivery of the remaining ordered Products is ensured, and the Customer does not incur significant additional effort or costs (unless the Company agrees to bear such costs).

5.5. In such case, the risk of accidental loss and accidental deterioration of the Products upon their provision for collection passes to the Customer upon receipt of the notice of readiness for collection. Otherwise, the risk of accidental loss and accidental deterioration passes to the Customer upon handover of the delivery item (the start of loading being decisive) to the carrier, freight forwarder or other third party designated to perform shipment. The Customer bears the risk of accidental loss and accidental deterioration even if the Company has assumed other services, e.g. shipping, delivery or installation. If dispatch is delayed due to circumstances attributable to the Customer, the risk shall pass to the Customer from the date of readiness for dispatch.

5.6. If the goods are shipped at the Customer's request to a place other than the place of performance, the Customer shall bear all costs thereby incurred unless otherwise agreed. The Company is free to select the transport route and the transport company, without any warranty for the lowest freight, full utilization of load weight, or the desired wagon/container size. Complaints concerning transport damage must be made by the Customer directly to the transport company within the special time limits provided, with a copy to the Company.

5.7. In the event of exceeding agreed delivery dates, the Customer is entitled to withdraw from the contract after setting a reasonable grace period. Contractual penalties for delay are not owed by the Company.

5.8. Installation and commissioning of the Products are not part of the delivery and are owed only if agreed separately.

5.9. If the Customer is in default of acceptance, fails to cooperate, or if delivery or performance is delayed for other reasons attributable to the Customer, the Company is entitled to claim compensation for the damage incurred, including additional expenses. The right to prove greater damage and to assert statutory rights, in particular rescission or termination, remains unaffected; the lump sum shall be credited against further payment claims. The Customer is permitted to prove that the Company has incurred no damage or significantly less damage than the lump sum mentioned above.

## **6. Acceptance**

6.1. Acceptance of the Products only takes place if agreed between the parties. If the parties specifically agree on acceptance, the following provisions apply. Agreement on acceptance does not delay the passing of risk.

6.2. The Customer is obliged to accept Products that are substantially free of defects. Unless agreed otherwise, acceptance shall take place without undue delay either at the agreed acceptance date or following the Company's notification of readiness for acceptance. An acceptance report shall be prepared and signed by both parties (e.g., in an acceptance protocol, fitter's report, or commissioning protocol).

6.3. Acceptance shall be deemed to have occurred if the Customer fails to accept the goods within a reasonable period set by the Company, although it is obliged to do so. Acceptance is also deemed to have occurred if the goods are substantially completed without defects and the Company may reasonably understand the Customer's behavior as approval of the Company's performance as substantially in conformity with the contract. This is particularly the case if the Customer uses the Products as intended and not merely for testing purposes.

## **7. Customer's Duties to Cooperate; Items Provided by Customer**

7.1. The Customer is obliged to assist the Company in performing the agreed services. These duties include the timely provision of all customer-specific data, the proactive notification of all information required to execute the order, and payment of agreed advance payments.

7.2. If the Customer fails to comply with these duties, agreed delivery dates and periods shall be postponed accordingly. The Company is entitled to invoice the Customer for any costs arising therefrom.

7.3. The Customer is responsible for product specifications as well as items provided, including provided product designs, graphics and logos. The Company has no obligation to review.

## **8. Prices and Payment**

8.1. The prices agreed upon conclusion of the respective contract, particularly those stated in the order confirmation, shall apply. If a price is not expressly determined, the prices valid at the time of contract conclusion according to the Company's price list shall apply. The prices apply to the scope of performance and delivery set out in the order confirmations. Additional or special services will be charged separately.

8.2. Unless otherwise agreed in writing, the agreed prices are ex works, exclusive of packaging, and plus value-added tax at the applicable statutory rate. Packaging costs will be charged separately.

8.3. If at least three (3) months elapse between order and delivery and during this period the external cost of manufacture (e.g., raw materials, energy, prices of supplies and third-party services) increases by at least five (5) percent, the Company shall be entitled, upon corresponding evidence, to pass on appropriate price increases to the Customer. If the price increase is unreasonable for the Customer, the Customer is entitled to withdraw from the contract within fourteen (14) days.

8.4. Payment of the price shall be made within fourteen (14) days of receipt of invoice, net, to the specified account, unless otherwise agreed in writing. Cash discounts are only permitted by special written agreement.

8.5. In the event of overdue payment, the Company shall be entitled to charge default interest and default fees in accordance with statutory provisions without the need for further reminder. The assertion of further default damages remains reserved.

8.6. In the event of a payment delay of more than fourteen (14) days or circumstances that call into question the customer's creditworthiness, the Company reserves the right, to deliver only against advance payment or to demand the provision of appropriate security. In such cases, the Company is also entitled to declare all remaining amounts immediately due and payable.

8.7. The Company is entitled to apply payments received from the Customer first to the oldest debt, notwithstanding any appropriation to the contrary,

8.8. The Company is entitled to withhold partial deliveries and outstanding deliveries to the Customer until all of the Customer's open receivables have been settled.

8.9. The customer shall only be entitled to set-off or retention rights if its counterclaims have been established by final judgment or are undisputed. Furthermore, the Customer is only entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship as the Company's claim. In the event of defects, the Customer's counter-rights remain unaffected.

## **9. Retention of Title**

9.1. All delivered Products remain the property of the Company until the Customer has settled all outstanding receivables.

9.2. If the Customer has paid the purchase price for the Products but further liabilities arising from the business relationship with the Company have not yet been paid in full, the Company additionally retains title to the delivered goods until full payment of all liabilities.

9.3. The customer is entitled to process the products in the ordinary course of business until revoked by the company, as long as it fulfills its obligations arising from the business relationship with the company in a timely manner. If the Products are processed by the Customer, the Company shall be deemed the manufacturer and shall acquire ownership directly in the newly created goods. If processing takes place together with other materials, the Company shall directly acquire co-ownership of the new goods in the ratio of the invoice value of the Products delivered by the Company to that of the other materials. If the Products delivered by the Company are combined or mixed with an item of the Customer in such a way that the Customer's item is to be regarded as the principal item, it is agreed that the Customer shall transfer co-ownership of the principal item to the Company in the ratio of the invoice value of the Products delivered by the Company to the market value of the principal item. The Customer shall store the resulting sole or co-ownership free of charge for the Company.

9.4. The customer is entitled to dispose of the products owned by the company in the ordinary course of business until revoked by the company, as long as they fulfill their obligations arising from the business relationship with the company in a timely manner. Pledging or transfer by way of security is not permitted. All receivables from the sale of goods to which the Company has retained title are hereby assigned by the Customer to the Company at the time of contract conclusion with the Company. If the Company has acquired co-ownership in the event of processing, combining or mixing, the assignment shall be made in proportion to the value of the Products delivered by the Company under retention of title to the value of the goods subject to retention of title of third parties. If a current account relationship exists between the Customer and the purchasers of the Products, the receivable assigned in advance also refers to the acknowledged balance and, in the event of the purchaser's insolvency, also to the then existing balance. The Company accepts these assignments.

9.5. At the Company's request, the Customer shall provide all information required regarding the inventory of goods owned by the Company and the receivables assigned to the Company. Likewise, at the Company's request, the Customer shall mark the Products owned by the Company as such and inform its purchasers of the assignment.

9.6. In the event of the Customer's payment default, the Company is entitled to rescind the contract or, alternatively, even without rescission of the purchase agreement and without further grace period, to demand the temporary surrender of the goods owned by the Company at the Customer's expense. In addition, the Company is entitled to revoke the Customer's authorization to resell and process the Products under retention of title as well as to collect the receivables assigned to the Company.

9.7. At the Customer's request, the Company is obliged to release securities to which the Company is entitled insofar as the realizable value of the securities exceeds the Company's outstanding receivables by more than 10%. The Company may select the securities to be released.

9.8. The Customer must notify the Company in writing without undue delay in the event of seizures or other third-party interventions with respect to the Products subject to retention of title. At the Company's request, the Customer is obliged to adequately insure the Products subject to retention of title against damage, loss and theft.

## **10. Defects and Warranty**

10.1. The Customer's warranty rights require that it has properly fulfilled its obligations to inspect and give notice of defects in accordance with section 377 German Commercial Code (HGB).

10.2. Defects must be notified to the Company by the Customer in writing within five (5) working days; later notices of defects will not be recognized by the Company. The period begins, in the case of apparent defects, upon delivery, and in the case of hidden defects, upon discovery. The Company's field and service staff are not authorized to receive notices of defects or quantity complaints.

10.3. If the delivered Product has a defect that already existed at the time of the passing of risk, the Company will, subject to timely notification of defects and at the Company's discretion, remedy the defect or supply a replacement. The Company must always be given the opportunity to effect subsequent performance within a reasonable period. The Company is entitled to at least two attempts at subsequent performance. Parts replaced in the course of subsequent perfor-

mance become the property of the Company. Subsequent performance does not restart warranty or limitation periods, including for newly installed components.

10.4. The foregoing paragraph does not apply in cases of recourse by the Customer against the Company pursuant to section 478 BGB. If the Customer is held liable due to a defect in newly manufactured goods, it must inform the Company without undue delay. It must oblige its purchasers accordingly, provided they are entrepreneurs. The Company reserves the right to satisfy the claims asserted by the Customer's purchasers against the Customer by way of direct performance. In this case, the satisfaction of the purchaser's claims shall be deemed satisfaction of any claims of the Customer.

10.5. The place of subsequent performance is the place of performance. If the place of performance is the Company's registered office, defective Products shall be sent to the Company for inspection and subsequent performance. If the place of performance is the Customer's registered office, subsequent performance shall take place remotely and, if necessary, on site. If the expenses of remedying the defect increase because the Products have been taken to a place other than the place of performance after delivery, the Customer shall bear such costs.

10.6. If a notice of defect is unfounded, the Company shall be entitled to invoice the Customer for the costs resulting therefrom.

10.7. Products that have been reported as defective to the Company may only be returned or put into circulation by the Customer with the Company's written consent. The reported Products must be kept available for inspection by the Company until final clarification.

10.8. Warranty rights are excluded if and to the extent the defect is based on product specifications, supplied raw materials, goods or other items of the Customer. The same applies if and to the extent the Products are used contrary to their intended purpose or the Company's instructions, or are improperly stored.

## **11. Liability**

11.1. The Company shall be liable for gross negligence and wilful misconduct in accordance with statutory provisions. In the event of simple negligence, the Company shall only be liable for breach of an essential contractual duty whose fulfillment is of fundamental importance for the contract concluded and upon whose fulfillment the other party could therefore rely (cardinal duty), but limited in amount to the damage foreseeable at the time of contract conclusion and typical for the contract. Otherwise, the Company's liability is excluded.

11.2. In the event of liability for simple negligence, liability for property damage and the resulting further financial losses is limited to the purchase price or order value, but not exceeding EUR 1.0 million per damaging event and a total of EUR 2.0 million.

11.3. In the event of liability for simple negligence, liability for indirect damages (e.g., lost profits, business interruption, reputational damage, consequential damages due to defects, cost of capital) is excluded.

11.4. The above exclusions and limitations of liability do not apply (i) in case of injury to life or limb, (ii) in cases of liability under the German Product Liability Act, (iii) within the scope of an assumed guarantee, and (iv) in the event of fraud.

11.5. The Company assumes that the Customer properly backs up its data inventory and creates backups regularly. System-critical or otherwise important data must generally be backed up daily. In the event of data loss, the Company's liability is limited to the damage that would have occurred to the Customer in the event of proper data backup.

11.6. The Customer shall indemnify and hold harmless the Company, its corporate bodies, employees and agents from all costs and damages, including reasonable legal prosecution costs, arising from product specifications, product designs (including graphics and logos), items provided or instructions by the Customer. The Customer shall indemnify the Company for all direct or indirect damages resulting from a breach of the Company's Trade Compliance statement (see section 15 below).

11.7. This liability provision also applies with respect to the personal liability for damages of the Company's corporate bodies, employees, representatives and vicarious agents.

## **12. Limitation Periods**

12.1. The limitation period for claims based on material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period begins upon acceptance.

12.2. The limitation period for contractual and tortious claims for damages is one year from the commencement of the statutory limitation period.

12.3. Notwithstanding the foregoing, the statutory limitation periods apply in the following cases: (i) for buildings and items that, in accordance with their normal use, have been used for a building and have caused its defectiveness (section 438 (1) no. 2 BGB); (ii) for a third party's in rem right or a right recorded in the land register (section 438 (1) no. 1 BGB); (iii) in the case of statutory special provisions (e.g., sections 444, 445b, 478, 479 BGB); (iv) in the event of wilful misconduct or gross negligence; (v) in the cases referred to in clause 11.4.

### **13. Force Majeure**

13.1. Should events and circumstances occur whose occurrence lies outside the Company's sphere of influence (such as natural events, war, industrial disputes, shortages of raw materials and energy, disruptions to transport and operations, cyber-attacks, fire and explosion damage, epidemics or pandemics, sovereign acts and official orders) that reduce the availability of goods from the plant from which the Company obtains the goods so that the Company cannot fulfill its contractual obligations (taking into account, on a pro rata basis, other internal or external delivery obligations), the Company shall (i) be released from its contractual obligations for the duration of the disruption and to the extent of its effects and (ii) not be obliged to procure the goods from third parties. Sentence 1 also applies insofar as the events and circumstances make the execution of the affected transaction economically unviable for the Company on a lasting basis or occur at the Company's upstream suppliers.

13.2. If these events last longer than three months, both the Customer and the Company are entitled to withdraw from the contract, excluding any claims for damages.

### **14. Intellectual Property; Rights of Use; Confidentiality**

14.1. The Company expressly reserves title and copyrights to offers, illustrations, drawings, standard sheets, data carriers, plans, sketches and other working documents handed over by the Company to the Customer (including any copies thereof). Unless otherwise agreed, these items shall be returned to the Company in full after completion of the order. These items may neither be passed on to third parties nor used for purposes other than the contractual purposes without the Company's written consent.

14.2. If software is delivered with the Products supplied by the Company, the Customer shall, subject to full payment of the agreed remuneration, receive a non-exclusive right of use to the software for its own business purposes. The right of use is limited to installation, loading into RAM, and the intended use of the Product, including any maintenance and repair work that may be required. The right of use is not sub-licensable and may be transferred only in the event of a sale of the Product and only together with the Product. The software is not provided in source code. Any sale, transfer, rental, licensing or other exploitation of the software is not permitted. Agreed license terms must be strictly observed. In the event of breach of the license terms, the Company shall be entitled to license fees in the amount of the actual use.

14.3. Unless otherwise agreed, the Company shall have the exclusive rights to the work results and unprotected know-how arising in connection with the performance of the contract ("IP"). Work results include all results arising during the performance of the contract, in particular know-how, inventions, intellectual property rights, copyrighted works, computer programs, as well as documentation, reports and records, including where they are carried out by third parties on behalf of the Company. Deviating individual contractual provisions remain unaffected.

14.4. The Customer and the Company undertake to use all items (e.g., software, documents, information) provided to them by the respective other contracting party before or during the performance of the contract, which are legally protected or contain Confidential Information, only for the purposes of the contract and to treat them as confidential beyond the end of the contract, and to return or delete them at the request of the disclosing party. The Customer and the Company shall store and secure such items so that access by third parties is excluded. "Confidential Information" means information that (i) is designated as confidential; (ii) is designated as confidential by the disclosing party within fourteen (14) days; or (iii) is confidential by its nature. Information is not confidential if (i) it is publicly known or becomes publicly known without breach by the receiving party; (ii) it was already known to the receiving party at the time of disclosure; (iii) it is disclosed to the receiving party by a third party without breach of a confidentiality obligation; or (iv) it is developed independently by the receiving party without recourse to the Confidential Information. In the event of an administrative, judicial or statutory obligation to disclose, Confidential Information may be disclosed provided that the receiving party notifies the disclosing party of this circumstance and limits the disclosure to what is necessary.

### **15. Export Control and Compliance**

15.1. The Customer confirms compliance with all applicable local and international foreign trade and customs regulations, embargoes and trade sanctions ("Foreign Trade Obligations") and warrants that neither the Customer nor its end customers are listed on embargo or sanctions lists. The Customer warrants that the ordered items or related intellectual property rights, know-how or trade secrets will not be sold or transferred to Iran, North Korea, Syria, Russia, Belarus, Crimea or to occupied or contested territories of Ukraine, nor be used for purposes related to chemical, biological or nuclear weapons, missiles capable of delivering such weapons, or for other purposes prohibited by applicable law. The Customer shall not take any measures that violate Foreign Trade Obligations and shall notify the Company without undue delay of any suspected violations. This clause does not grant the Customer any rights in intellectual property rights, know-how or trade secrets.

15.2. The Company's obligations under the contract are subject to the condition that their fulfillment is not prevented by applicable export control regulations or other obstacles arising from applicable local and/or international foreign trade and customs regulations, or from embargoes or other sanctions. The Company is entitled to terminate the contract in whole or in part with immediate effect and without prior notice if performance is impeded due to local or international foreign trade and customs regulations or embargoes or other sanctions. The Company also reserves the right to withdraw the offer and to terminate a binding order or a contract in whole or in part with immediate effect and without prior notice if Foreign Trade Obligations stand in the way of performance. Delays due to licensing procedures or other official procedures do not constitute default on the part of the Company.

15.3. The Customer undertakes to comply with all applicable laws, regulations, rules and generally accepted business practices (collectively, "Rules and Codes") at the place of performance of the contract, in the country of origin of the Products, at the business seat of either party and in any other applicable jurisdiction. Such Rules and Codes include, inter alia, those relating to anti-bribery and anti-corruption, protection of intellectual property, fair competition, export control, compliance with applicable local and international foreign trade and customs regulations and embargoes or other sanctions, the elimination of all forms of forced and compulsory labor, the rejection of child labor, the creation of a safe and healthy working environment, and initiatives to promote more responsible environmental protection. The buyer must implement and consistently follow policies and procedures to ensure that employees, officers, agents, subcontractors, suppliers and customers comply with these Rules and Codes.

## **16. Miscellaneous**

16.1. These General Terms and Conditions of Sale and the entire legal relationship between the Customer and the Company are governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law provisions.

16.2. Amendments or supplements to the agreements between the Customer and the Company, including these General Terms and Conditions of Sale, must be in writing to be effective.

16.3. The place of performance and the exclusive place of jurisdiction for all disputes arising out of or in connection with these General Terms and Conditions of Sale and any contract between the Customer and the Company is the Company's registered office, unless otherwise provided in the contract. The Company remains entitled to bring action against the Customer at the Customer's place of jurisdiction.

16.4. Should individual provisions of these General Terms and Conditions of Sale and/or the contract between the Customer and the Company, including this provision, be or become wholly or partially invalid, the validity of the remaining provisions or parts of such provisions shall not be affected. The respective statutory provisions shall take the place of the provisions.