General Terms and Conditions of Sale and Delivery of S.F. Components GmbH

1. Scope of Application, Form

1.1 These General Terms and Conditions of Sale and Delivery (hereinafter "**GTCS**") apply to all business relationships between S.F. Components GmbH ("**Seller**" or "**we**") and our purchasers ("**Customer**"). The GTCS apply only if the Customer is an entrepreneur (§ 14 BGB), a legal entity under public law, or a special fund under public law.

1.2 In particular, these GTCS apply to contracts for the sale and/or delivery of movable goods ("**Goods**"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTCS as valid at the time of the Customer's order, or at least in the latest version communicated to the Customer in written or text form (e.g. letter, e-mail), shall also apply as a framework agreement for similar future sales or deliveries without the need for us to refer to them again in each individual case.

1.3 Our GTCS apply exclusively. Divergent, conflicting, or supplementary general terms and conditions of the Customer shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement for consent applies in every case, for example, even if the Customer refers to its general terms and conditions during the ordering process and we do not expressly object.

1.4 Individually agreed arrangements and information in our order confirmation shall take precedence over these GTCS. In cases of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version applicable at the time of concluding the contract.

1.5 Legally relevant declarations and notifications by the Customer with respect to the contract (e.g., notice of defects, setting of deadlines, reduction, or withdrawal) must be made in writing, that is, in written or text form (e.g., letter, e-mail). Further statutory form requirements and proof, in particular in case of doubt about the legitimacy of the person making the declaration, remain unaffected.

1.6 References to the applicability of statutory provisions serve solely for clarification. The statutory provisions apply even without such clarification, unless they are directly modified or expressly excluded in these GTCS.

2. Offer and Acceptance

2.1 Our offers are non-binding and subject to change without notice. This also applies if we have provided the Customer with catalogues, technical documentation (e.g. drawings, plans, calculations, cost estimates, references to DIN standards), or other documents concerning our products – including in electronic form – to which we reserve title and copyright. Such documents may not be made accessible to third parties without our explicit written consent.

2.2 The Customer's order of the goods shall be deemed to be a binding offer to contract. Unless otherwise stated in the order, we are entitled to accept this contractual offer within two (2) weeks of its receipt by us.

2.3 Acceptance may be declared in writing or in text form (usually by e-mail), or by delivery of the goods to the Customer.

2.4 All forms, samples, prototypes and tools shall remain our property, even if their manufacturing costs have been wholly or partially borne by the Customer. There shall be no obligation to surrender such items. Unless otherwise agreed, we undertake to store and maintain such items appropriately for subsequent orders from the Customer.

2.5 For goods delivered by quantity, dimension or weight, we reserve the right to deliver up to 10% more or less than the agreed quantity. Such excess or short deliveries shall be deemed to be in accordance with the contract and shall be reflected accordingly in the invoice amount. The Customer shall not be entitled to any further claim for delivery of the missing quantity or return of the excess quantity.

2.6 The minimum order value is EUR 35 plus the applicable statutory value-added tax.

3. Prices and Payment Terms

3.1 Unless otherwise agreed in individual cases, our prices valid at the time of the conclusion of the contract shall apply, ex warehouse and excluding packaging, plus statutory value-added tax.

3.2 In the case of a sale by dispatch (see Section 5.1), the Customer shall bear the costs of packaging and shipment, as well as transport costs ex warehouse and the costs of any additional transport insurance requested by the Customer. Any customs duties, fees, taxes, or other public charges shall be borne by the Customer.

3.3 The purchase price shall be due and payable within 30 days from the date of invoicing and delivery or, in the case of a contract for work and services, upon acceptance of the goods. However, even within an ongoing business relationship, we are entitled at any time to carry out a delivery, in whole or in part, only against advance payment. We shall declare any such reservation no later than in the order confirmation.

3.4 Upon expiry of the payment period specified above, the Customer shall be in default. During the period of default, the purchase price shall bear interest at the applicable statutory default interest rate. We reserve the right to claim any further damages caused by default. Our entitlement to the commercial default interest (Section 353 German Commercial Code (HGB)) vis-à-vis merchants remains unaffected.

3.5 The Customer is only entitled to set-off or retention rights if his claim has been finally determined by a court of law or is undisputed. In case of defects in delivery, the Customer's counterclaims, in particular pursuant to Section 7.4, sentence 2 of these GTCS, shall remain unaffected.

3.6 If, after conclusion of the contract, it becomes apparent that our claim to the purchase price is endangered by the Customer's lack of ability to perform (e.g., by the filing of a petition to open insolvency proceedings), we are entitled to refuse performance and — if applicable, after setting a deadline — to withdraw from the contract in accordance with the statutory provisions (Section 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made items), we may declare our withdrawal immediately; legal provisions concerning the dispensability of a deadline remain unaffected.

3.7 Should unforeseeable cost increases or reductions occur (e.g., currency fluctuations, unexpected price increases by suppliers, etc.), we shall be entitled to pass on the price increase or cost reduction to the Customer. However, this applies only if delivery is to take place more than four months after conclusion of the contract as agreed. If the new price pursuant to our right of price adjustment exceeds the original price by 20% or more, the Customer shall be entitled to withdraw from contracts not yet fully performed. This right must be exercised without undue delay following notification of the increased price.

4. Delivery Period – Delay in Delivery

4.1 The delivery period shall be agreed individually or stated by us upon acceptance of the order. If this is not the case, delivery shall, unless otherwise agreed, take place within 2 to 8 weeks after conclusion of the contract. The precise delivery time depends on availability and production capacity.

4.2 If we are unable to meet binding delivery periods or a binding delivery date for reasons beyond our control (lack of ability to perform), we shall promptly inform the Customer and simultaneously communicate the new expected delivery period or delivery date. If performance remains unavailable within the new delivery period or by the new delivery date, we shall be entitled to withdraw from the contract, in whole or in part, with respect to the portion of

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the contract not yet fulfilled, unless we have expressly assumed the procurement risk or a delivery guarantee in writing; any consideration already provided by the Customer (e.g. payment of the purchase price) will be promptly refunded. Lack of ability to perform is deemed to exist, for example, in cases of untimely delivery to us by our supplier despite a congruent covering transaction, or in case of other disruptions of the supply chain of significant duration (i.e., at least 14 calendar days), for instance due to force majeure. Force majeure events shall include strikes (including at airports), lockouts, official interventions, a shortage of energy or raw materials, unavoidable transport bottlenecks or obstacles, unavoidable operational disruptions—e.g., caused by fire, water, or machine damage—and any other impediments for which, objectively, we are not at fault.

4.3 The delivery period shall commence on the date of our order confirmation, but not before all technical details required for execution of the order have been fully clarified and any documents, approvals or releases to be obtained by the Customer have been received, and not before receipt of any agreed advance payment.

4.4 If a delivery date or delivery period has been firmly agreed and is exceeded due to events as set out in Section 4.2, the Customer shall be entitled to withdraw from the unfulfilled part of the contract after the unsuccessful expiry of a grace period. Further claims for damages by the Customer are excluded in such cases.

4.5 The foregoing provision pursuant to Section 4.3 shall also apply if, for the reasons described in Section 4.3, continued adherence to the contract is objectively unreasonable for the Customer even in the absence of a contractual agreement of a fixed delivery date**.**

4.6 Our default in delivery shall be determined in accordance with statutory provisions. In any case, a reminder from the Customer is required. If we are in default of delivery, the Customer may claim liquidated damages for delay. The liquidated damages amount to 0.5% of the net price (delivery value) for each full calendar week of our delay, but in total not more than 5% of the delivery value of the late merchandise. We reserve the right to prove that the Customer has sustained no damage, or only significantly less damage than the aforementioned lump sum.

4.7 Requests for changes by the Customer shall extend the delivery period until all technical matters and the feasibility of the changes have been clarified. The delivery period shall be extended by the time required to implement such changes in production.

4.8 The rights of the Customer pursuant to Section 8 of these GTCS and our statutory rights, in particular in the event that our obligation to perform is excluded (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected**.**

5. Delivery, Transfer of Risk, Acceptance, Default of Acceptance

5.1 Delivery shall be made ex works, which is also the place of performance for delivery and any subsequent performance. At the express request and expense of the Customer, the goods will be shipped to another destination (sale by dispatch). Unless otherwise agreed, we are entitled to determine the method of shipment (in particular, the transport company, shipping route, packaging) at our discretion.

5.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the latest upon handover. In the case of a sale by dispatch, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall pass to the Customer upon handover of the goods to the carrier, freight forwarder or other person or entity designated to execute the shipment. If acceptance is agreed due to a contract for work and services, such acceptance shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law governing contracts for work and services shall apply mutatis mutandis to agreed acceptance. Handover or acceptance shall be deemed to have taken place if the Customer is in default of acceptance.

5.3 If the Customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons attributable to the Customer, we shall be entitled to claim compensation for any resulting damage, including additional expenses (e.g., storage costs).

6. Retention of Title

6.1 We reserve title to the sold goods until full payment of all our present and future claims under the contract and ongoing business relationship (secured claims) has been made.

6.2 Goods subject to retention of title may not be pledged to third parties or assigned by way of security before full payment of the secured claims. The Customer must inform us immediately in writing if an application to commence insolvency proceedings is filed or if third parties (e.g., through attachment) access goods belonging to us.

6.3 In the event of conduct by the Customer in breach of contract, in particular if the purchase price due is not paid, we shall be entitled, in accordance with statutory provisions, to withdraw from the contract and/or to demand the return of the goods based on the retention of title. The demand for surrender does not at the same time constitute a declaration of withdrawal; we are rather entitled to merely demand the return of the goods while reserving the right to withdraw from the contract. If the Customer does not pay the purchase price due, we may only assert these rights if we have unsuccessfully set the Customer a reasonable period for payment or if such a period is dispensable under statutory provisions.

6.4 The Customer is, until revoked in accordance with Section 6.4.3 below, entitled to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following supplementary provisions shall apply:

6.4.1 The retention of title extends to the products resulting from the processing, mixing, or combining of our goods at their full value, with us being regarded as the manufacturer. If, in the course of processing, mixing, or combining with goods of third parties, their ownership rights remain in effect, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed, or combined goods. Otherwise, the same applies to the resulting products as to the goods delivered under retention of title.

6.4.2 The Customer hereby assigns to us, in total or in the amount of our possible co-ownership share pursuant to the preceding paragraph, all claims against third parties arising from the resale of the goods or the resulting product, as security. We accept the assignment. The obligations of the Customer referred to in Section 6.2 also apply with regard to the assigned claims**.**

6.4.3 The Customer remains authorized, alongside us, to collect the claim. We undertake not to collect the claim as long as the Customer fulfills his payment obligations towards us, shows no deficiency in performance, and we do not assert the retention of title by exercising a right under Section 6.3. If, however, this is the case, we may require the Customer to disclose to us the assigned claims and their debtors, to provide all information necessary for collection, to hand over the relevant documents, and to notify the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the Customer's authority to further sell and process goods subject to retention of title.

6.4.4 If the realizable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the Customer's request.

7. Customer's Claims for Defects

7.1 Our products are suitable for a variety of uses and may be subject to different operating conditions depending on the individual application. Unless a specific quality or suitability for a particular purpose has been expressly

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agreed in writing between us and the Customer, the Customer assumes the risk as to whether the product is suitable for the intended purpose; this applies, for example, to technical applications, whether pressure resistance is required, etc. The Customer is obliged to examine the product himself before use to determine its suitability for the intended purpose. Any warranty rights relating to agreed or customary qualities, as well as those in the case of fraudulent intent or gross negligence, remain unaffected.

7.2 The basis of our liability for defects is above all the agreement reached regarding the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's information which are the subject of the individual contract or which were publicly disclosed by us (in particular in catalogues or on our website) at the time of conclusion of the contract shall be deemed to constitute quality agreements in this sense. Insofar as quality has not been agreed, whether or not a defect exists shall be determined pursuant to statutory provisions (§ 434 (3) BGB). Public statements made by the manufacturer or on its behalf, especially in advertising or on the goods' label, take precedence over statements by other third parties.

7.3 We do not assume any guarantee for quality in the legal sense unless such a guarantee is expressly assumed by us in writing.

7.4 We are generally not liable for defects that the Customer is aware of at the time the contract is concluded or is grossly negligently unaware of (§ 442 BGB). Furthermore, the Customer's claims for defects require that he has duly complied with his statutory duties to inspect and give notice of defects (§§ 377, 381 HGB). For goods intended to be installed or further processed, an inspection must in any event be carried out immediately prior to processing. If a defect becomes apparent upon delivery, inspection or at any later time, we must be notified in writing without undue delay. In any case, obvious defects must be notified in writing within 5 (five) working days of delivery and defects not identifiable during inspection must likewise be notified within 5 working days of discovery. If the Customer fails to properly inspect and/or notify us of defects, our liability for defects not, not timely or not properly notified shall be excluded in accordance with statutory provisions. In the case of goods intended for installation, attachment or mounting, this also applies if the defect only becomes apparent after processing due to the breach of one of these obligations; in such cases, in particular, the Customer has no claims for reimbursement of corresponding costs ("removal and installation costs").

7.5 If the delivered item is defective, we may initially choose whether to remedy the defect (subsequent improvement) or deliver an item free of defects (substitute delivery). If the type of remedy chosen by us is unreasonable for the Customer in the specific case, he may refuse it. Our statutory right to refuse subsequent performance remains unaffected.

7.6 We are entitled to make the owed remedy conditional on payment by the Customer of the purchase price due. However, the Customer is entitled to withhold a reasonable part of the purchase price in proportion to the defect.

7.7 The Customer must allow us the necessary time and opportunity to effect the required remedy, in particular to hand over the defective goods for inspection purposes. In case of substitute delivery, the Customer must return the defective item to us upon our request in accordance with statutory provisions; however, the Customer has no right to demand its return. Subsequent performance does not include removal, detachment or de-installation of the defective goods, or installation, attachment or installation of defect-free goods, unless we were originally obliged to provide such services; the Customer's claims for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.

7.8 We bear or reimburse, in accordance with statutory provisions and these GTCS, the expenses required for inspection and subsequent performance, in particular transport, travel, labour and material costs, as well as, where applicable, removal and installation costs, provided there is actually a defect. Otherwise, we may demand reimbursement from the Customer for any costs incurred as a result of unjustified requests for defect remedy if the Customer knew or was negligent in not knowing that a defect did not exist.

7.9 In urgent cases, e.g. to maintain operational safety, the Customer has the right to remedy the defect himself and to demand reimbursement from us of any objective expenses required for this purpose. We must be notified of such self-remedy without delay, ideally in advance. The right to self-remedy does not apply if we are entitled to refuse the required remedy pursuant to statutory provisions.

7.10 If a reasonable period set by the Customer for remedy expires unsuccessfully or if such period is dispensable according to statutory provisions, the Customer may withdraw from the purchase contract or reduce the purchase price in accordance with statutory provisions. However, there is no right of withdrawal for minor defects.

7.11 The Customer's claims for reimbursement of expenses pursuant to § 445a(1) BGB are excluded. The Customer's claims for damages or reimbursement of futile expenses (§ 284 BGB) shall apply, even in the event of defects in the goods, only in accordance with the following Sections 8 and

8. Other Liability

8.1 Unless otherwise provided in these GTCS, including the following provisions, we shall be liable for breach of contractual and non-contractual obligations in accordance with the statutory provisions.

8.2 Regardless of the legal basis, we shall be liable for damages within the scope of liability based on fault in cases of intent and gross negligence. In cases of simple negligence, and subject to statutory limitations of liability (e.g., due care in one's own affairs; insignificant breach of duty), we shall be liable for damages only

8.2.1 for damages resulting from injury to life, body or health,

8.2.2 for damages resulting from the breach of a material contractual obligation (an obligation the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in such cases, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

8.3 The limitations of liability resulting from Section 8.2 also apply in favor of third parties as well as in cases of breaches of duty by persons (including for their benefit) whose fault we are responsible for according to statutory provisions. They do not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed, or for claims of the Customer under the Product Liability Act.

8.4 The Customer may only withdraw from or terminate the contract due to a breach of duty not consisting of a defect if we are responsible for the breach of duty. Any right of the Customer to terminate the contract at will (especially pursuant to §§ 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.

9. Limitation Period

9.1 Notwithstanding Section 438(1) No. 3 of the German Civil Code (BGB), the general limitation period for claims based on material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

9.2 If the goods are a building or an item which, in accordance with its usual use, has been used for a building and caused its defectiveness (building material), the limitation period shall be five years from delivery in accordance with the statutory provision (Section 438(1) No.

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2 BGB). Further statutory special provisions regarding limitation periods (in particular Section 438(1) No. 1, Section 438(3), Sections 444, 445b BGB) shall remain unaffected.

9.3 The above limitation periods under sales law shall also apply to the Customer's contractual and non-contractual claims for damages based on a defect in the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would result in a shorter limitation period in an individual case. Claims for damages by the Customer pursuant to Section 8.2, sentence 1 and Section 8.2.1 as well as claims under the Product Liability Act shall be subject exclusively to the statutory limitation periods.

10. Choice of Law and Jurisdiction, Form, Severability Clause

10.1 These GTCS and the contractual relationship between us and the Customer shall be governed by the law of the Federal Republic of Germany, to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.2 If the Customer is a merchant (*Kaufmann*) within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive—even international—place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Maisach, Germany. The same applies if the Customer is an entrepreneur within the meaning of Section 14 BGB. However, in all cases, we are also entitled to bring an action at the place of performance of the delivery obligation pursuant to these GTCS or a prevailing individual agreement, or at the Customer's general place of jurisdiction. Statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

10.3 All agreements, side agreements and amendments to the contract must be made in writing. This shall also apply to any waiver of the requirement for written form itself. The priority of individual agreements in written, text or verbal form (§ 305b BGB) shall remain unaffected.

10.4 Should any provision of these GTCS be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions of these GTCS shall not be affected thereby. The same applies if and to the extent that a contractual gap becomes apparent. In such a case, the parties undertake to agree on an appropriate provision to replace the invalid or unenforceable provision or to fill the gap, which, to the extent legally possible, most closely reflects or corresponds to what the parties would have intended economically, or would have intended in accordance with the spirit and purpose of these GTCS, had they considered the issue.

10.6 We reserve the right to amend these GTCS at any time with effect for the future, provided this is objectively justified. Amendments will be communicated to the Customer in text form at the latest four weeks before they take effect. If the Customer does not object to the amendment within two weeks from receipt of the notification, the amendment shall be deemed accepted. In the amendment notification, we will specifically draw the Customer's attention to the right of objection and the consequences of remaining silent.

10.7 These GTCS are drawn up in both English and German. In the event of discrepancies between the German and English version, the German version shall prevail.

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