

General Terms of Trade and Delivery of Umwelt- und Ingenieurtechnik GmbH Dresden

(Version: March 2022)

1. Scope

- 1.1 These general terms of trade and delivery shall apply exclusively to all legal relationships between the customer and us, including all future transactions. Purchasing terms of the customer which contradict or deviate from ours shall only apply if we expressly consent to their applicability in writing. Neither a failure to respond, nor acceptance of or payment for the service – even without reservation – shall be deemed tantamount to consent.
- 1.2 Individual agreements always take precedence over these terms of purchase. Oral agreements by our representatives or other auxiliary persons must be confirmed in writing by us.

2. Quotations, Closing of Contracts

- 2.1 Quotations submitted by UIT are subject to our confirmation and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. UIT may accept orders or commissions within fourteen days of receipt.
- 2.2 Information on the subject matter of our deliveries or services (e.g. weights, dimensions, utility values, loading capacity, tolerances and technical data) as well as our representations of the same (e.g. drawings and illustrations) are only approximate, as long as the usability for the contractually intended purpose does not require an exact agreement. They are not guaranteed characteristics, but descriptions or approximations of the delivery or service. Deviations customary in the trade and deviations based on legal regulations or representing technical improvements as well as the replacement of components by equivalent parts, are permissible provided that they do not impair the usability for the contractually intended purpose.

3. Prices, due dates and payments

- 3.1 Prices quoted by us shall apply to the scope of services and delivery specified in the order confirmations. Additional or special services will be charged separately. Prices are quoted in EURO ex works not including packaging, value-added tax, customs duties in case of export deliveries as well as fees and other public charges.
- 3.2 Payments must only be made to the specified account of UIT. Discounts may only be deducted upon special written approval.
- 3.3 Unless agreed otherwise, all payments must be made within 21 days of the invoice being issued.
- 3.4 Should the customer fall into arrears, or if conditions become known after the contract is made which call their creditworthiness into question, UIT is entitled to demand immediate payment of the entire remaining debt of the customer, to demand advance payments or security payments, or, after the expiry of a suitable extension period, to cancel the contract without affecting other rights. Doubts as to the creditworthiness of the customer arise for UIT in particular if the customer ceases to make payments, insolvency proceedings are started, or an application for insolvency proceedings has been filed.
- 3.5 In addition to the rights under subpar. (4), UIT is entitled to retain due deliveries and services (including those from other contracts) and, if services have already been rendered, to demand immediate payment of all amounts outstanding.

4. Delivery and delivery periods

- 4.1 Unless agreed otherwise, all shipments will be made EXW Zum Windkanal 21, 01109 Dresden, Germany, Incoterms 2020.
- 4.2 UIT is entitled to make partial deliveries and provide partial services and to invoice these without prior consent of the customer, provided this is just and reasonable for customer and does not affect the properties or functionality of the products.
- 4.3 Deadlines and deliveries dates specified by us are always approximate only, unless a fixed deadline or date has been expressly agreed upon. For on-time delivery, the customer must provide on time all documents, approvals, releases and comply with agreed payment conditions incl. advance payments and all other obligations required for delivery. If this is not the case, the delivery period shall be extended by an appropriate period. The defense of unfulfilled contractual obligations is reserved. If the customer does not fulfil these obligations, UIT is also entitled to cancel the contract after the expiry of an appropriate extension period.
- 4.4 The delivery period shall be considered to have been observed if, at its expiry, a delivery has been shipped, or the customer has been informed of shipping readiness.
- 4.5 In cases of force majeure (e.g. natural disasters, pandemics, government measures, official decisions, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, strikes, lockouts and other labor unrest, seizures, embargoes or other circumstances that are unforeseeable, serious and occur through no fault of the contracting parties and after the conclusion of this contract) we shall be released from our performance obligations for the duration of the disruption and to the extent of its effect. In such a case we shall inform customer immediately and comprehensively about the beginning and the end of such events and shall do everything reasonable to limit the effects of such events.
- 4.6 If the promised service is not available as UIT has not received deliveries from their subcontractors, UIT is entitled to provide a service equivalent in quality and price, provided this is just and reasonable for customer. If this is also impossible, UIT is entitled to cancel the contract. If this is the case, UIT shall inform the customer of the non-availability without delay and reimburse any payments already made by the customer immediately.

5. Rescission

- 5.1 In the event of hindrances of a temporary nature, the delivery or service dates shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. If, as a result of the delay, acceptance of the delivery or service cannot reasonably be expected from customer, he may rescind the contract by immediate written declaration to us.
- 5.2 Statutory rights for the rescission of contracts remain unaffected. Claims for damages are not excluded.

6. Passing of Risk, Storage

- 6.1 The mode of dispatch and packaging are subject to the dutiful discretion of the seller.
- 6.2 Unless otherwise agreed, the risk shall pass to the customer at the latest with handing over of the delivery item to the forwarding agent, carrier or other third party appointed to effect the

shipment. This also applies if partial deliveries are made or if we have been contracted for ancillary services (e.g. dispatch or installation). If dispatch or delivery is delayed as a result of circumstances under customer's responsibility, the risk shall pass to customer on the day the delivery item is ready for dispatch and we have notified customer accordingly.

- 6.3 Storage costs after transfer of risk shall be borne by customer. In case of storage by us, the storage costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per week expired. The right to claim and prove further or lower storage costs is reserved.

7. Material Defects

- 7.1 In case of material defects, the warranty period is one year from delivery or, if acceptance is required, from acceptance. This period shall not apply to claims for damages by customer arising from injury to life, limb or health or from intentional or gross negligent breaches of duty by the Seller or its vicarious agents, which shall in each case become statute-barred in accordance with the statutory provisions.
- 7.2 The delivered items must be carefully inspected immediately after delivery to customer or to the designated third party. They shall be deemed to have been approved by customer with regard to obvious defects or other defects which would have been recognizable in an immediate, careful examination unless we receive a written notice of defect within seven working days of delivery. With regard to other defects, the delivery items shall be deemed to have been approved by customer if the notice of defects is not received by us within seven working days of the time at which the defect was discovered; if the defect was already recognizable by customer at an earlier point in time during normal use, this earlier point in time shall nevertheless be decisive for the commencement of the period for notification of defects. Upon request, a rejected delivery item shall be returned to us carriage paid. In the event of a justified notice of defects, we shall reimburse the costs of the most favorable dispatch route; this shall not apply if costs increase because the delivery item is located at a location other than the location of the intended use.
- 7.3 In the event of material defects of the delivered goods, we are obliged and entitled to remedy the defect or make a replacement delivery at our discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonability, refusal or unreasonable delay in repair or replacement, customer may rescind the contract or reduce the purchase price accordingly.
- 7.4 If a defect is based on the fault of the seller, customer can claim damages under the conditions specified in section 8 hereunder.
- 7.5 In the event of defects in components of other manufacturers which we cannot remedy for licensing or other reasons, we shall, at our discretion, assert warranty claims against the manufacturers and suppliers for the account of the customer or assign them to the customer. In the case of such defects, warranty claims against the seller shall only be valid under the other conditions and in accordance with these General Terms and Conditions of Delivery if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or, e.g. due to insolvency, has no prospect of success. For the duration of legal disputes, the limitation of the respective warranty claims of the customer against the seller shall be suspended.
- 7.6 The warranty hereunder shall lapse if, after the transfer of risk and without our consent, customer alters the delivery item or has it altered by third parties and this makes it impossible or

unreasonably difficult to remedy the defect. In any case, customer shall bear all additional costs of remedying the defect resulting from the change.

- 7.7 Any delivery of used items, agreed with the customer in individual cases, shall be made under the exclusion of any warranty for material defects.

8. Liability

- 8.1 We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, insofar as this liability does not constitute an injury to life, limb or health or a breach of essential contractual obligations. Essential to the contract are the obligation to deliver and install the delivery item in due time, its freedom from defects of title and material defects impairing its functionality more than insignificantly, or fitness for use, as well as obligations to provide advice, protection and care which are intended to enable the customer to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the customer's personnel or to protect the customer's property from considerable damage.
- 8.2 As far as we are liable for damages according to clause 8.1 above, this liability is limited to damages which could have been foreseen as a possible consequence of a breach of contract at the time the contract was concluded or which could have been foreseen if customary care had been taken. Also, indirect damages and consequential damages are only eligible for compensation if they are typically to be expected when used as intended.
- 8.3 Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services, this shall be done free of charge and to the exclusion of all liability.

9. assignment, rights of retention and set-off

- 9.1 We shall be entitled to set-off and retention rights as well as the plea of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold deliveries or services as long as we are still entitled to claims against the customer.
- 9.2 Any assignment, pledging or other disposal of claims affords our prior written consent.
- 9.3 The Customer shall only be entitled to assert rights of retention if the counterclaim is based on the same contractual relationship.
- 9.4 The customer may only offset undisputed or legally established claims.

10. Retention of title

- 10.1 UIT retains title to the delivered goods until all its claims under the contract have been fulfilled. The customer is not entitled to pledge the goods or transfer them as security until then.
- 10.2 The customer is entitled to resell the goods delivered under retention of title as part of the regular course of business. In doing so, he already now cedes to UIT all claims against his customers to the amount of accounts receivable by UIT. UIT accepts the cession. The customer is still entitled to collect the ceded claim. This entitlement to collect becomes void if the customer falls into arrears or undergoes any other kind of decline in assets.
- 10.3 Any finishing or processing of the reserved goods shall be performed for UIT with no obligations arising from this for UIT. In the case of processing with external items which do not belong to UIT, UIT is entitled to a proportionate co-ownership share of the resulting item in the relation of the invoice value of the

reserved goods to the remaining items at the time of processing. The same applies if the customer assumes sole ownership under § 947 Par. 2 of the German Legal Code (BGB). The new item, which the customer stores for UIT free of charge, is a reserved good as defined by this provision. If the reserved goods are sold or used, the customer already passes the resulting purchase price or labor costs to UIT at this point, regardless of whether the reserved goods are passed to either one or more recipients without or after processing, alone or together with external items. Additional claims related to the reserved goods, especially insurance claims, are also ceded to the same extent. UIT accepts the cession.

10.4 The customer must inform UIT without delay of seizure, confiscation or other dispositions or interventions by third parties.

10.5 Should the customer violate its obligations, in particular by delaying payment, UIT is entitled, after the expiry of an appropriate period set for the customer to fulfil its contractual obligations, to rescind the contract and retrieve the reserved goods, and to enter the property of the customer for this purpose and to use the goods to offset the liabilities to UIT.

10.6 UIT undertakes to release the existing securities on request by the customer where the realistic value of the security exceeds the amounts to be guaranteed by more than 25%.

10.7 If UIT accepts bills of exchange as means of payment, the retention of title shall continue until it has been determined that UIT can no longer be held liable for these bills of exchange. Bills of exchange received by the client on the basis of the assigned claims are hereby assigned to UIT and endorsed. The client keeps the bills of exchange for UIT.

11. Confidentiality

Customer shall keep confidential the information regarding the conclusion of the contract and its contents, as well as all confidential information provided to him in documents, findings, samples, manufacturing equipment, models, data media etc., and not make them accessible to third parties (including subcontractors) without our written consent, or use them for purposes other than those specified by us. This applies to copies accordingly. This obligation does not apply to information already legitimately known to customer without breach of this confidentiality clause, or which are or become general knowledge.

12. Models

If customer produces models at our expense, title to these models shall be transferred to us, latest with compensation of costs incurred. These models, as well as any models provided by us, shall be stored by the customer and insured as third party property free of charge until we call for them. They may only be used for or by others with our written consent.

13. Other conditions

13.1 These GTTD are subject to the law of the Federal Republic of Germany. The agreement of the United Nations on contracts on international sale of goods (CISG) is not applicable.

13.2 Ordinary courts of law in Dresden have exclusive jurisdiction for all disputes arising under the contract. However, we are entitled to initiate proceedings against customer before any other court having jurisdiction.

13.3 If the GTTD are translated, and the wording is contradictory or unclear, the German version shall prevail.

13.4 UIT saves the data of their customers as part of the mutual business relationship in accordance with the Federal Law on Data Protection (Bundesdatenschutzgesetz).

13.5 Even if individual provisions are or become legally invalid, the remaining parts of the contract remain binding, unless adherence to the contract would represent an unreasonable barrier for one of the parties.