

Heidelberg, 01.08.2026

1. Scope of Application

- 1.1 Unless expressly agreed otherwise, the following Terms and Conditions of Supply ("Terms and Conditions") shall apply to business transactions with entrepreneurs. For the purposes of an ongoing business relationship, these Terms and Conditions shall also apply without an express reference by the user ("Supplier") being required in each individual case.
- 1.2 Precious metal sales, repairs and installations are subject to special terms and conditions.
- 1.3 We (hereinafter referred to as "the Supplier") hereby expressly rejects any and all terms and conditions of business of the contractual partner ("Customer").
- 1.4 Any agreements that deviate from these terms and conditions must be made in writing. Verbal agreements must be confirmed in writing without delay.

2. Quotes, Documentation, and Intellectual Property Rights

- 2.1 Unless otherwise specified in the offer, offers are valid for a period of 4 weeks. We reserve the right to sell the goods to another party in the meantime. An obligation to deliver arises only upon the supplier's express confirmation of the offer.
- 2.2 Unless expressly stated in the offer as binding, the following applies to all technical data, material specifications, etc., are approximate values customary in the industry. Notifications of changes will be provided only if a warranty of quality (Beschaffenheitsgarantie) is affected.
- 2.3 All documents made available to Customer by Supplier shall remain the property of Supplier; they must not be made accessible to third parties without the prior written consent of Supplier and, if no purchase order is placed with Supplier, must be returned to Supplier in complete form, including any copies made thereof, immediately (unverzüglich) upon Supplier's request.
- 2.4 The customer must verify that the information contained in catalogs, brochures, and other written materials or on the Internet is suitable for the intended application before adopting and using it.

This also applies to the selection of suitable materials. The customer must inform themselves about the product's possible uses.

- 2.5 Supplier is not obliged to check Customer's specifications and/or requirements for correctness and/or legal conformity (in particular with regard to infringements of industrial property rights); this is the sole responsibility of Customer.
- 2.6 Customer shall indemnify Supplier against any and all claims of third parties arising from infringements of industrial property rights resulting from the fact that Customer or a person commissioned by Customer further processes Supplier's products, drawings or samples or uses them in a way that infringes industrial property rights of third parties. If such further processing or use of the products, drawings or samples leads to a legal dispute for alleged or actual infringement of industrial property rights, Customer shall reimburse Supplier for all expenses incurred by Supplier in connection with the legal dispute.
- 2.7 Warranties or assurances given by, or collateral agreements with, employees of Supplier always require written confirmation by Supplier to be effective if they go beyond what is agreed in the written contract. Sentence 1 shall not apply to oral agreements, warranties or assurances made by Supplier or a person authorised to represent Supplier or made by persons who are deemed to be authorised representatives, such as under Section 56 of the German Commercial Code (Handelsgesetzbuch – HGB) or by virtue of wilful acquiescence by the person represented (Duldungsvollmacht) or by way of apparent but negligently unobjected acting in the name of the person represented (Anscheinsvollmacht).
- 2.8 Drawings, designs, and discussion papers prepared as part of consulting services provided during contract negotiations are nonbinding. The customer may not assert any claims of any kind against the supplier or its employees based on such documents or services, unless the supplier or its employees acted with intent or gross negligence.
- 2.9 The supplier will charge for requested samples based on cost incurred.
- 2.10 If software is included in the scope of supply of a product, Customer shall be granted a non-exclusive right to use the software supplied, including its documentation. Customer shall be entitled to transfer the licence to third parties. Customer is not allowed to grant sub-licences. Reproduction of the software is prohibited unless it is a backup copy.
- 2.11 All other rights to the software and documentation, including the backup copy, remain with the supplier or the software supplier. The right to resell is not restricted.

3. Purchase Orders

Orders are not considered accepted until they have been confirmed in writing by the supplier. The text of the order confirmation shall be decisive for the content of the resulting contract and the nature and content of the order. The customer is obligated to review the order confirmation in its entirety and to immediately report any discrepancies in writing.

4. Delivery Time and Scope

- 4.1 Delivery times begin once all technical and commercial details have been fully clarified and end upon shipment or notification that the goods are ready for shipment. Compliance with the delivery time also requires that the customer fulfill its obligations, in particular any payment obligations. For annual or call-off orders that specify a certain quantity, delivery times will be agreed upon individually.
- 4.2 Any changes requested by Customer shall cause the delivery time to recommence from the date of Supplier's adjusted order confirmation.
- 4.3 The supplier shall not be liable for delays in delivery resulting from circumstances beyond its control and similar unforeseeable events for which it is not responsible, such as the denial of official permits, labor disputes, etc. Delivery deadlines shall be extended by the duration of the hindrance.
- 4.4 In cases of non-compliance with the supply contract or delayed delivery - even after the expiration of a deadline set for the supplier - the supplier shall be liable only in cases of willful misconduct, gross negligence, or breach of material contractual obligations; see Section 9.2 for the definition of material contractual obligations. This provision does not entail a shift in the burden of proof to the detriment of the customer.
- 4.5 Customer's right to withdraw from the contract after the fruitless expiry of a reasonable deadline set for Supplier remains unaffected.
- 4.6 Partial deliveries are permissible if and to the extent that they are reasonable for Customer.
- 4.7 In the case of annual or call-off purchase orders which provide for a specific quantity, Customer is obliged to accept the total quantity within the agreed period; if no period is agreed, the agreed quantity must be called off within one year of conclusion of the contract.

5. Place of Delivery, Transfer of Risk

- 5.1 Deliveries are made from the supplier's manufacturing facility or warehouse at the customer's expense and risk. Unless the customer specifies otherwise, the

supplier shall choose the method of shipment at its reasonable discretion. Upon request and at the customers's expense, the supplier shall insure the shipment against breakage, damage in transit, and fire.

- 5.2 In the case of delivery without installation or assembly, the risk associated with the delivered goods - even if delivery free of charge has been agreed upon - passes to the customer upon handover of the products to the customer, the freight forwarder, or the carrier, but no later than when the goods leave our factory or warehouse. In the event of a delay in acceptance by the customer, the risk passes upon readiness for shipment, even if the delay in acceptance occurs only after readiness for shipment. At the customer's request and expense, the supplier will insure the shipment against breakage, transport damage, and fire damage.
- 5.3 In the case of delivery with installation or assembly of the product, the risk in respect of the product shall pass to Customer on the day of acceptance (Abnahme), but at the latest on the day on which the product is taken over for Supplier's own operations. Acceptance (Abnahme) shall be deemed to have taken place if Supplier has set a reasonable deadline for acceptance (usually 14 days) and Customer has not denied acceptance within this deadline by stating at least one defect.

6. Prices

- 6.1 All prices are ex works, excluding freight/postage, packaging, insurance, and applicable sales tax. Costs for commissioning, installation, calibration, or similar services will be invoiced separately.
- 6.2 The supplier is entitled to increase the price of the product if there are more than 4 weeks between the conclusion of the contract and the agreed delivery date, and if the production costs for the product have increased between the conclusion of the contract and delivery due to circumstances beyond the supplier's control, in particular due to an increase in the prices of supplier parts. If the supplier implements a price increase in this case, the price increase may not exceed the increase in production costs. Upon request, the supplier shall provide the customer with evidence of the increase in production costs.
- 6.3 If precious metal transactions are listed separately on the invoice, the spot price in effect on the date of delivery, as determined by official exchange quotations, generally applies.

7. Payment

- 7.1 Unless otherwise agreed, the agreed price is payable in euros, without any deductions or fees, within 30 days of the due date and receipt of the invoice or equivalent request for payment, without deduction and free of charges. The risk and costs of the payment transaction shall be borne by Customer.
- 7.2 In the event of late payment, late payment interest will be charged at a rate of 8 percentage points above the base interest rate in accordance with Section 247

of the German Civil Code (BGB).

- 7.3 Customer shall only have a right of retention or set-off if Customer's counterclaim is undisputed or has become res judicata
- 7.4 Costs for security deposits, letters of credit for international transactions, or similar expenses shall be borne by the customer.

8. Liability for Defects of Quality

- 8.1 The Customer shall inspect the products for any defects immediately upon receipt. Obvious defects must be reported to the supplier in writing within 5 business days; hidden defects must be reported within 5 business days of discovery.
- 8.2 If a defect is reported in due time, Supplier shall provide subsequent fulfilment (Nacherfüllung) within a period reasonable with regard to the technical complexity of the product – if necessary several times – and Customer shall grant Supplier the opportunity to do so. Supplier shall be entitled to determine the mode of subsequent fulfilment (subsequent delivery of a defect-free product (Nachlieferung) or rectification of the defect (Nachbesserung)), taking into account the interests of Customer.
- 8.3 If the subsequent fulfilment fails, Customer shall be entitled at its discretion to withdraw from the contract or claim a reduction of the price (Minderung), which shall be without prejudice to claims to damages to which Customer may be entitled.
- 8.4 In the case of defects which were detected by Customer before the installation, assembly or processing of the product or could have been detected by Customer using reasonable efforts at that stage, all claims of Customer for defects of quality shall lapse once the product has been installed, assembled or processed. This shall not apply if Supplier, its executive employees, vicarious agents or other persons engaged by Supplier in the performance of its obligations (Erfüllungsgehilfen) are liable for intentional or grossly negligent misconduct or for an injury to life or limb or health, for breach of an essential contractual duty (wesentliche Vertragspflicht) within the meaning of clause 9.1 below or if liability is mandatory under the German Product Liability Act (Produkthaftungsgesetz).
- 8.5 Supplier does not assume any warranty for a specific service life of the products, in 6 particular if they are used under difficult and previously unknown operating conditions. Claims in the event of early malfunction of the delivered product are excluded if they are based on the difficult or previously unknown operating conditions.
- 8.6 For products manufactured according to the Customer's drawings or specifications, the supplier assumes liability for material defects only to the extent that the products conform to the specifications. Mandatory liability under the Product Liability Act, as well as liability for willful misconduct and gross negligence,

remains unaffected.

- 8.7 Liability for material defects does not apply to normal wear and tear, or to damage that occurred after the transfer of risk as a result of improper or negligent handling, or due to use that does not comply with the specifications or the terms of the contract.
- 8.8 Liability for material defects that do not impair the value or usability of the product, or do so only to an insignificant extent, is also excluded.
- 8.9 Claims for material defects shall be barred by the statute of limitations 12 months after the equipment is put into operation, but no later than 15 months after the transfer of risk. The first sentence shall not apply if damages are claimed due to a material defect arising from an intentional or grossly negligent breach of duty by the Supplier or a vicarious agent, or due to injury to life, limb, or health.
Furthermore, the first sentence does not apply to the extent that § 438(1)(2) or § 634a(1)(2) of the German Civil Code (BGB) prescribe longer periods.
- 8.10 Recourse claims under Sections 478 and 479 of the German Civil Code (BGB) exist only to the extent that the recourse claims under Sections 478 and 479 of the German Civil Code (BGB) exist only if the consumer's claim was justified and only to the extent provided by law; they do not apply, however, to goodwill arrangements not agreed upon with the supplier, and they require the party entitled to recourse to comply with its own obligations, in particular the obligation to give notice of defects.

9. General Limitations of Liability

- 9.1 Claims by the customer for damages and reimbursement of expenses—regardless of the legal basis, including those arising from unlawful acts or for compensation for defects or consequential damages resulting from defective performance, for culpable breach of ancillary contractual obligations, or for lost profits—are excluded. This does not apply to the extent that the supplier, its executive officers, or its agents are liable for willful misconduct, gross negligence, or injury to life, limb, or health; liability if there has been a breach of a material contractual obligation or if liability is mandatory under the Product Liability Act.
- 9.2 In the event of a breach of material contractual obligations that is not attributable to willful misconduct or gross negligence, and which does not involve injury to life, limb, or health or a warranty of quality, liability is limited to compensation for foreseeable damages typical for this type of contract. Essential contractual obligations are those obligations whose breach jeopardizes the purpose of the contract, e.g., in the event of a significant delay, a breach of duties to cooperate or provide information that is not merely insignificant, or a breach of obligations on which the contract stands or falls that is not merely insignificant.
- 9.3 Claims to damages, regardless of the legal basis, which go beyond the claims to damages referred to in clauses 9.1 and 9.2 above, are excluded. This shall also apply if Customer claims compensation for futile expenses instead of damages

in lieu of performance (Schadensersatz statt der Leistung).

- 9.4 If Customer provides material for the manufacture of products ordered by it, such material shall only be insured by Supplier against theft. Liability for destruction, loss or deterioration of the material shall only arise in the event of intentional or grossly negligent misconduct on the part of Supplier.
- 9.5 Advice provided to the Customer—in particular regarding the use of the delivered goods—is binding on the supplier only if the supplier has provided or confirmed such advice in writing.
- 9.6 The statutory regulations on the burden of proof remain unaffected.

10. Retention of Title

- 10.1 The product is delivered subject to reservation of title (hereinafter referred to as "reserved-title product"); it remains the property of Supplier until full payment of all due claims which Supplier is entitled to or will acquire in the future under a business relationship with Customer, including under contracts concluded at the same time or later
- 10.2 If the reserved-title product is processed by Customer into a new movable item, the processing shall be deemed carried out for Supplier without any obligations arising therefrom for Supplier. The new item shall become the property of Supplier. If the reserved-title product is processed together with products not belonging to Supplier, Supplier shall acquire co-ownership of the new item according to the proportion of the invoice value of the reserved-title product to the values of the other products at the time of processing as well as the processing value. If the reserved-title product is combined, mixed or blended with products not belonging to Supplier as provided for by Sections 947, 948 of the German Civil Code (BGB), Supplier shall become coowner in accordance with the statutory provisions.

In case Customer acquires sole ownership by combining, mixing or blending, Customer hereby assigns co-ownership to Supplier according to the proportion of the value of the reserved-title product to the values of the other products at the time of combining, mixing or blending. The new item owned or co-owned by Supplier shall be deemed a reserved-title product within the meaning of these Terms and Conditions. Customer shall keep and store the reserved-title product for Supplier free of charge, using the due care of a prudent businessman (Sorgfalt eines ordentlichen Kaufmanns).

- 10.3 Customer hereby assigns to Supplier any and all claims from a resale of the reserved title product in the amount of the value of the reserved-title product, regardless of whether the product is resold alone or together with products not belonging to Supplier. Supplier hereby accepts the assignment. If the resold reserved-title product is co-owned by Supplier, the assignment of the claims shall extend to the amount corresponding to the value of Supplier's co-ownership

share.

- 10.4 Customer assigns to Supplier any and all assignable claims against a third party arising from the integration of the reserved-title product as an integral part (wesentlicher Bestandteil) into a land property, ship, ship under construction or aircraft in the amount of the value of the reserved-title product. Supplier hereby accepts the assignment. Clause 10.3 sentence 3 shall apply accordingly.
- 10.5 Customer shall only be entitled and authorised to further process, integrate, use or resell the reserved-title product in the ordinary course of business and subject to the proviso that the claims under clauses 10.3 and 10.4 are actually transferred to Supplier. Any other disposal of the reserved-title product, in particular by way of pledging or transfer of title by way of security, shall require Supplier's consent.
- 10.6 Customer is revocably authorised to collect the claims assigned to Supplier under clauses 10.3 to 10.5 in the ordinary course of business. Supplier shall not make use of its own authority to collect as long as Customer fulfils its payment obligations, including to third parties. At the request of Supplier, Customer shall name the debtors of the assigned claims and notify them of the assignment. Supplier is entitled to notify the debtors of the assignment itself. In case of doubt, the enforcement of the reservation of title and in particular the demand for surrender shall be deemed to constitute withdrawal from the contract.
- 10.7 Customer shall immediately (unverzüglich) notify Supplier of any execution measures by third parties affecting the reserved-title product or the assigned claims, handing over the documents required by Supplier to object to such measures.
- 10.8 Supplier agrees to release the securities to which it is entitled at Customer's request to the extent that the realisable value of the securities exceeds the claims to be secured by more than 10%; Supplier may select the specific securities to be released in its sole discretion.

11. Packaging and EPR Obligations

- 11.1 The Buyer shall be responsible for duly and timely fulfilling, at its own expense, all obligations applicable to the Buyer under the laws and regulations of the country of destination in connection with packaging and packaging waste. This includes, in particular, registration, reporting, licensing, participation, take-back, recovery, recycling and information obligations under the applicable Extended Producer Responsibility (EPR) regulations.
- 11.2 Upon the Seller's justified request, the Buyer shall provide appropriate evidence demonstrating compliance with the obligations applicable to the Buyer.
- 11.3 To the extent that the Seller is subject to claims, measures or proceedings by authorities or third parties due to a breach by the Buyer of obligations that are applicable to the Buyer under the relevant laws, the Buyer shall indemnify and hold the Seller harmless, to the extent permitted by law, against any resulting

claims, costs, fines, damages and other expenses.

- 11.4 The provisions set out above shall apply irrespective of the agreed Incoterm. They do not establish any allocation of manufacturer or producer responsibility deviating from mandatory legal provisions but solely govern the contractual obligations between the parties within the framework of the applicable laws and regulations.
- 11.5 If, under the applicable laws, the Seller itself is considered the obligated party in connection with packaging or packaging waste, the Seller's statutory obligations shall remain unaffected.

12. Place of Jurisdiction

- 12.1 The law of the Federal Republic of Germany shall apply exclusively, subject to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The language of the contract is German.
- 12.2 If Customer is a merchant (Kaufmann), a legal entity under public law or a special fund under public law (öffentlich-rechtliches Sondervermögen), the place of jurisdiction for both parties, including for disputes to be decided in special summary proceedings based exclusively on documentary evidence (Urkundenprozess) or special proceedings for the assertion of claims arising from bills of exchange (Wechselprozess) or cheques (Scheckprozess), shall be Supplier's registered office or place of residence. Supplier shall also be entitled to sue Customer at any other place of jurisdiction provided for by law.

13. General Provision

The invalidity of any individual provision of these General Terms and Conditions shall not affect the validity of the other provisions. Should any provision be or become invalid, the contracting parties shall replace the invalid provision with a valid provision that most closely approximates the economic and legal purpose of the invalid provision.

(Non-binding recommendation for terms and conditions provided by AMA Verband für Sensorik und Messtechnik e.V. AMA members are free to use the recommendation).
As amended on 23 January 2024