

General Terms and Conditions

§ 1 General, Scope of Application

(1) These General Terms and Conditions (hereinafter: "GTC") shall govern all our business relations with our customers (hereinafter also: "Buyer"). Our product range and these GTC are directed exclusively at entrepreneurs within the meaning of section 14(1) BGB, i.e. natural or legal persons or partnerships with legal capacity who, when entering into the transaction, are acting in the exercise of their trade, business or independent professional activity, as well as legal persons under public law and special funds under public law.

(2) These GTC shall apply in particular to contracts for the sale and/or delivery of movable items (hereinafter also: "Goods"), irrespective of whether we manufacture the Goods ourselves or procure them from our own suppliers (sections 433, 650 BGB). Unless otherwise agreed, the GTC in the version valid at the time of the Buyer's order shall also apply as a framework agreement for future contracts of the same kind for the sale and/or delivery of Goods with the same Buyer, without our having to refer to them again on a case-by-case basis; the current version of our GTC is available at www.lebus-germany.com.

(3) Our GTC shall apply exclusively. The Buyer's divergent, conflicting or supplementary general terms and conditions shall only become part of the contract if and to the extent that we have expressly consented to their application in text form. This consent requirement shall apply in every case – for example, also where the Buyer refers to its own general terms and conditions in the course of placing an order and we have not expressly objected thereto, or where we effect delivery to the Buyer unconditionally despite having knowledge of the Buyer's general terms and conditions.

(4) Individual agreements made with the Buyer on a case-by-case basis (including side agreements, amendments and modifications) and the particulars stated in our order confirmations shall take precedence over these GTC. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or our confirmation in text form.

(5) No person at Lebus International Engineers GmbH (hereinafter: the "Company") who does not hold commercial powers of agency registered in the commercial register shall be authorised to issue declarations of intent on behalf of the Company. Declarations and notifications of legal import that have to be issued to us by the Buyer after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of withdrawal or price reduction) shall require text form in order to be effective.

(6) Any references to the application of statutory provisions are for clarification purposes only. Accordingly, the statutory provisions shall apply even without any such clarification, unless they are directly modified or expressly excluded in these GTC.

§ 2 Contract Formation / Contract Cancellation

(1) Our offers are non-binding and subject to change. This shall also apply where we have furnished the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), assembly and maintenance instructions, and any other product descriptions or documents – including in electronic form. We retain all ownership rights and copyrights in any documents furnished to the Buyer in connection with the placement of orders. Such documents shall not be made accessible to third parties unless we grant the Buyer our express consent thereto in text form.

(2) The Buyer's order for Goods shall constitute a binding offer to conclude a contract. Unless the order provides otherwise, we shall be entitled to accept this offer within four weeks of its receipt by us. In the event that we do not accept the Buyer's offer within the period specified in sentence 2, any documents transmitted to the Buyer shall be returned to us without delay.

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(3) The contract with the Buyer shall only come into existence upon our acceptance. Acceptance may be declared to the Buyer either in text form (e.g. by order confirmation) or by delivery of the Goods to the Buyer.

(4) If a concluded contract is cancelled by mutual agreement, we shall be entitled to demand compensation for any resulting loss including additional expenses. For this purpose we shall charge a lump-sum compensation in the amount of 10% of the delivery price. This shall be without prejudice to our entitlement to prove a higher loss and to our statutory claims; however, the lump sum shall be credited against any further monetary claims. The Buyer shall be permitted to prove that we have sustained no loss at all, or only a loss substantially lower than the aforementioned lump sum.

§ 3 Prices and Payment Terms

(1) Unless otherwise agreed in any individual case, our respective prices current at the time of contract formation shall apply, ex warehouse, plus statutory value-added tax.

(2) Bills of exchange are not accepted. Cheques are only accepted as conditional payment. They shall only be deemed to satisfy the payment obligation once the amount has been credited. Any discount charges and expenses shall be borne by the Buyer.

(3) Prices shall be valid for four months from the date of contract formation. If performance can only be rendered after expiry of the 4-month period for reasons attributable to the Buyer, we shall be entitled to adjust the prices for our goods and services to reflect changes in our own purchasing terms, procurement costs for raw materials, increased wage-rate tariffs including those caused by changes in the law (e.g. increase in value-added tax), or other cost increases.

(4) In the case of a sale involving carriage of goods pursuant to section 4(1) sentence 3, the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer. Transport packaging and all other packaging in accordance with the applicable packaging legislation (including EU regulations) in force at the relevant time shall not be taken back by us and shall become the property of the Buyer; pallets are excluded.

(5) Unless otherwise agreed, an advance payment in the amount of 30% of the purchase price shall be payable after contract formation within 14 days of the invoice being issued, and the remaining purchase price in the amount of 70% shall be payable when the Goods are made available for delivery. However, we shall also be entitled at any time, including within an ongoing business relationship, to effect a delivery in whole or in part only against prepayment in the full amount of the purchase price. We shall declare any such reservation no later than with the order confirmation.

(6) Upon expiry of the aforementioned payment deadlines, the Buyer shall be in default. During the period of default, interest shall accrue on the purchase price at the applicable statutory default interest rate pursuant to section 288(2) BGB, being nine percentage points above the respective base interest rate. We reserve the right to claim further damages for default. Our entitlement to commercial maturity interest pursuant to section 353 HGB shall remain unaffected.

(7) The Buyer shall only be entitled to rights of set-off or retention to the extent that its claim has been established by final and binding judgment or is undisputed and its counterclaim arises from the same contractual relationship. In the event that defects arise in connection with the delivery, the Buyer's counter-rights, in particular pursuant to section 8, shall remain unaffected.

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(8) If, after conclusion of the contract, it becomes apparent that our entitlement to the purchase price is jeopardised due to the Buyer's lack of ability to perform (e.g. by filing for the opening of insolvency proceedings over the Buyer's assets), we shall be entitled in accordance with the statutory provisions to refuse performance and – where applicable, after setting a deadline – to withdraw from the contract (section 321 BGB). In the case of contracts for the manufacture of non-fungible items (bespoke goods), we may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

§ 4 Delivery, Passing of Risk, Acceptance, Default in Acceptance

(1) Delivery shall be made EXW Finning (Incoterms® 2020). The place of performance for delivery shall be Finning. At the Buyer's request and cost, the Goods shall be dispatched to a different place of destination. Unless otherwise agreed, we shall be entitled to determine the manner of dispatch (in particular the carrier, shipping route and packaging) ourselves.

(2) The risk of accidental destruction and accidental deterioration of the Goods shall pass to the Buyer upon handover of the Goods. In the case of a sale involving carriage of goods, however, the risk of accidental destruction, accidental deterioration of the Goods, and the risk of delay shall pass to the Buyer upon delivery of the Goods to the carrier, freight forwarder, or other person or institution designated to carry out the shipment. Insofar as acceptance has been agreed, it shall be decisive for the passing of risk. The further statutory provisions of the law on contracts for work and services shall remain unaffected. Handover or acceptance shall be deemed to have occurred if the Buyer is in default of acceptance. Any acceptance costs incurred at the Buyer's instigation shall be borne by the Buyer.

(3) If the Buyer is in default of acceptance, fails to perform an act of cooperation, or if our delivery is delayed for other reasons attributable to the Buyer, we shall be entitled to demand compensation for the resulting loss including additional expenses (e.g. storage costs). For this purpose we shall charge a lump-sum compensation in the amount of 0.5% of the order value for each week commenced, starting from the delivery period or – if no delivery period has been specified – from notification that the Goods are ready for dispatch, but not exceeding 5% of the order value in total.

(4) This shall be without prejudice to our entitlement to prove a higher loss and to our statutory claims; however, the lump sum shall be credited against any further monetary claims. The Buyer shall be permitted to prove that we have sustained no loss at all, or only a loss substantially lower than the aforementioned lump sum.

§ 5 Delivery Period and Default in Delivery

(1) The delivery period shall be agreed individually or stated by us upon acceptance of the order. If this is not the case, the delivery period shall be approximately 16 weeks from contract formation. This shall constitute a non-binding delivery period estimate.

(2) Where the Goods are dispatched in accordance with the agreements made with the Buyer, without our having assumed any additional installation, assembly or similar work, we shall only owe the timely and proper handover of the Goods to the transport company and shall not be responsible for delays caused by the transport company. Any delivery period stated by us (being the period between handover by us to the transport company and delivery to the Buyer) shall therefore be non-binding.

(3) If we are unable to meet binding delivery periods for reasons for which we are not responsible (non-availability of the goods or services, change requests by the Buyer, etc.), we shall inform the Buyer of this without delay and at the same time notify the anticipated new delivery period. If a delayed delivery due to non-availability of the goods or services cannot be made even within the new delivery period, we shall be

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entitled to withdraw from the contract in whole or in part; any counter-performance already rendered by the Buyer (in the form of payment of the purchase price) shall be refunded by us without delay. A case of non-availability within this meaning shall in particular be deemed to exist where our own supplier fails to deliver to us in a timely fashion, provided that we have concluded a congruent covering transaction, that neither we nor our supplier are at fault (e.g. due to force majeure), or that we are not obliged to procure the goods in the individual case concerned.

(4) Whether default in delivery on our part has occurred shall be determined in accordance with the statutory provisions. However, a prerequisite for the occurrence of default in delivery on our part shall be a reminder by the Buyer setting a reasonable deadline for performance.

(5) The Buyer's rights pursuant to section 8 of these GTC and the rights arising under statutory provisions, in particular where the obligation to perform is excluded (e.g. due to impossibility or unreasonableness of performance and/or supplementary performance), shall remain unaffected.

§ 6 Export Control and Sanctions

(1) The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation, nor make available for use in the Russian Federation, any goods delivered under or in connection with this contract that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014.

(2) The Buyer shall undertake all reasonable efforts to ensure that the purpose of section 6(1) is not frustrated by any third parties further down the commercial chain, including any possible resellers.

(3) The Buyer shall set up and maintain an appropriate monitoring mechanism to detect any conduct by third parties further down the commercial chain, including any possible resellers, that would frustrate the purpose of section 6(1).

(4) Any breach by the Buyer of section 6(1), (2) or (3) attributable to the Buyer's fault shall constitute a material breach of an essential element of the contract concluded between the Buyer and us, and we shall be entitled to seek appropriate remedies, including but not limited to:

(a) termination of the contract; and

(b) imposition of a contractual penalty in the amount of 20% of the order value; and

(c) assertion of damages exceeding the contractual penalty. The contractual penalty shall, however, be credited against any further claims for damages on our part.

(5) The Buyer shall inform us without delay of any difficulties in the application of section 6(1), (2) or (3), including any relevant activities of third parties that could frustrate the purpose of section 6(1). The Buyer shall provide us with information on compliance with the obligations under section 6(1), (2) and (3) within two weeks of a simple request for such information.

§ 7 Retention of Title

(1) The delivered Goods (hereinafter also: "Reserved Goods") shall remain our property until all claims to which we are entitled against the Buyer, now or in the future, have been satisfied in full, including all balance claims arising from a current account relationship. If the Buyer acts in breach of contract – in particular if the Buyer is in default of payment of any sum due – we shall have the right to withdraw from the contract after

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having set a reasonable deadline for performance. The transport costs incurred for the return of the Goods shall be borne by the Buyer. The demand for surrender of the Goods shall not simultaneously constitute a declaration of withdrawal; rather, we shall be entitled merely to demand the surrender of the Goods while reserving the right to withdraw. We may realize any Reserved Goods that have been returned to us. The proceeds of realization shall be credited against the amounts owed to us by the Buyer, after we have deducted a reasonable amount for the costs of realization.

(2) The Buyer must treat the Reserved Goods with care. The Buyer must insure the Reserved Goods at its own expense against fire, water and theft damage, adequately and at replacement value. Where maintenance and inspection work becomes necessary, the Buyer must carry it out at its own expense in a timely manner.

(3) The Buyer may use the Reserved Goods and resell them in the ordinary course of business for as long as the Buyer is not in default of payment or insolvent or over-indebted. The Buyer shall not, however, pledge the Reserved Goods or assign them by way of security. The Buyer hereby assigns to us by way of security, in full, the claims for payment to which the Buyer is entitled against its own customers from a resale of the Reserved Goods, as well as those claims of the Buyer in respect of the Reserved Goods that arise against its customers or third parties on any other legal ground (in particular claims in tort and claims against insurers), including all balance claims arising from a current account relationship. We accept this assignment.

(a) The Buyer may collect the claims assigned to us on its own account and in its own name for us, for as long as we do not revoke this authorization. Our right to collect the claims ourselves shall not be affected thereby; however, we shall not assert the claims ourselves and shall not revoke the collection authorization for as long as the Buyer duly meets its payment obligations.

(b) If, however, the Buyer acts in breach of contract – in particular if the Buyer is in default of payment of any sum due – we may require the Buyer to disclose to us the assigned claims and the respective debtors, to notify the respective debtors of the assignment, to hand over to us all documents, and to provide all information that we require in order to assert the claims.

(4) Any processing or transformation of the Reserved Goods by the Buyer shall always be carried out on our behalf. If the Reserved Goods are processed together with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the Reserved Goods (final invoice amount including value-added tax) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as applies to the Reserved Goods.

(a) If the Reserved Goods are inseparably combined or mixed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the Reserved Goods (final invoice amount including value-added tax) to the other combined or mixed items at the time of combination or mixing. If the Reserved Goods are combined or mixed in such a manner that the Buyer's item is to be regarded as the principal item, the Buyer and we hereby agree that the Buyer transfers to us pro-rata co-ownership of that item. We accept this transfer.

(b) The Buyer shall hold in safe custody for us any sole ownership or co-ownership of an item that arises in this manner.

(5) In the event of attachments of the Reserved Goods by third parties or other third-party interference, the Buyer must draw attention to our ownership and must notify us immediately in text form, so that we can enforce our ownership rights. Insofar as the third party is unable to reimburse us for the court costs or out-of-court costs arising to us in this connection, the Buyer shall be liable therefor.

(6) If the Buyer so requests, we shall be obliged to release the security interests to which we are entitled to the extent that the realizable value of such security exceeds the value of our outstanding claims against the Buyer by more than 10%. However, we shall be entitled to select which security interests to release.

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§ 8 Buyer's Claims for Defects

(1) The basis for our liability for defects shall primarily be the agreement reached on the quality and intended use of the Goods (including accessories and instructions). All product descriptions and manufacturer's specifications that are the subject of the individual contract or that were publicly disclosed by us (in particular in plans and drawings, or in catalogues or on our website) at the time of contract formation shall be deemed to constitute an agreement on quality within this meaning. To the extent that no agreement on quality has been reached, it shall be assessed in accordance with the statutory provisions whether or not a defect exists (section 434(3) BGB). Public statements by the manufacturer or on the manufacturer's behalf shall take precedence over statements by other third parties. We shall assume no liability for public statements by third parties (e.g. advertising claims), in particular where unauthorized reference is made to our products.

(2) Where maintenance plans are made available by us for the Goods or individual components, the Buyer shall comply with them. Damage demonstrably attributable to a breach of this maintenance obligation shall not give rise to warranty claims, unless the Buyer proves that the damage would also have occurred had maintenance been carried out properly.

(3) We shall generally not be liable for defects of which the Buyer was aware at the time of contract formation or of which the Buyer was unaware due to gross negligence (section 442 BGB). Furthermore, the Buyer's claims for defects shall be contingent upon the Buyer having complied with its statutory duties of inspection and notification of defects (sections 377, 381 HGB). If a defect is revealed upon delivery, during inspection or at any later point in time, it must be reported to us immediately in text form. In any event, obvious defects must be reported in text form without delay and no later than within two weeks of delivery, and defects not discoverable upon inspection must be reported in text form within the same period from discovery. If the Buyer fails to carry out proper inspection and/or notification of defects, our liability for the defect that was not reported, or was not reported in a timely or proper manner, shall be excluded in accordance with the statutory provisions. In the case of Goods intended for installation, attachment or fitting, this shall also apply where the defect only became apparent after the relevant processing as a result of a breach of one of these duties.

(4) If the delivered item is defective, we may initially choose whether to render supplementary performance by way of elimination of the defect (repair) or by delivery of a defect-free item (replacement delivery). Our right to refuse supplementary performance on the conditions laid down by law shall remain unaffected. In the event that the type of supplementary performance chosen by us is unreasonable for the Buyer in the individual case, the Buyer may refuse it.

(5) We shall be entitled to make the supplementary performance owed contingent upon the Buyer paying the purchase price due. However, the Buyer shall be entitled to retain a portion of the purchase price that is in reasonable proportion to the defect.

(6) The Buyer shall give us the time and opportunity required for the supplementary performance owed, in particular to hand over the Goods complained of for inspection purposes. In the case of a replacement delivery, the Buyer shall return the defective item to us in accordance with the statutory provisions. The Buyer shall have no right of return. Unless we have contractually undertaken to do so, supplementary performance shall include neither the removal, uninstalling or de-installation of the defective item nor the installation, attachment or fitting of a defect-free item. This shall be without prejudice to the Buyer's claims for reimbursement of the costs of removal and re-installation.

(7) We shall bear the expenses required for the purpose of inspection and supplementary performance, in particular transport, travelling, labor and material costs, as well as costs of removal and/or installation, in accordance with the statutory provisions and these GTC, where a defect actually exists. If, however, the Buyer's demand for elimination of a defect proves to be unjustified, we may demand reimbursement of the

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costs thereby incurred from the Buyer, provided that the Buyer knew or could have recognized that no defect in fact existed.

(8) If supplementary performance has failed or if a reasonable period to be set by the Buyer for supplementary performance has expired without success, or if such period is dispensable under the statutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price. In the case of a minor defect, however, there shall be no right of withdrawal.

(9) The Buyer's claims for reimbursement of expenses pursuant to section 445a(1) BGB shall be excluded, unless the last contract in the supply chain is a consumer sale (sections 478, 474 BGB). Likewise unaffected shall be the Buyer's rights under separately issued guarantees, in particular by the manufacturer (section 479 BGB).

(10) The Buyer's claims for damages or reimbursement of futile expenditure (section 284 BGB) shall, even where a defect exists, only arise in accordance with sections 9 and 10 of these GTC and shall otherwise be excluded.

§ 9 Other Liability

(1) Unless otherwise provided in these GTC including the following provisions, we shall be liable for any breach of contractual and non-contractual duties in accordance with the relevant statutory provisions.

(2) Within the scope of fault-based liability, we shall be liable for damages – irrespective of the legal ground – only in cases of intent and gross negligence. In cases of slight negligence we shall – subject to statutory limitations of liability (e.g. due care in one's own affairs; minor breaches of duty) – only be liable:

(a) for losses resulting from injury to life, body or health; and

(b) for losses resulting from the breach of a material contractual obligation (an obligation, the fulfilment of which is a prerequisite for the proper performance of the contract in the first place and on the observance of which the contractual partner regularly relies and is entitled to rely); in this case, however, our liability shall be limited to compensation for the foreseeable loss typically arising in transactions of this kind.

(3) Liability for losses resulting from the improper use of the Goods or from assembly that does not conform to the assembly instructions provided by us shall be excluded, insofar as the loss is attributable to fault on the part of the Buyer or a third party instructed by the Buyer.

(4) The limitations of liability arising from section 9(2) and (3) shall also apply vis-à-vis third parties and in the case of breaches of duty by persons for whose fault we are responsible under statutory provisions. They shall not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the Goods has been assumed. The same shall apply for the Buyer's claims under the Product Liability Act.

(5) The Buyer may only withdraw from or terminate the contract for a breach of duty that does not consist of a defect if we are responsible for the breach of duty. The Buyer's unrestricted right of termination (in particular pursuant to sections 650, 648 BGB) shall be excluded. In all other respects, the statutory requirements and legal consequences shall apply.

(6) Insofar as products are manufactured by us to the Buyer's specifications, we shall not be liable for the infringement of third-party intellectual property rights. The Buyer shall be obliged to indemnify us against all claims for damages asserted against us by any such third party arising from any infringement of third-party intellectual property rights.

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§ 10 Limitation

(1) In derogation from section 438 (1) No. 3 BGB, the general limitation period for the Buyer's claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been contractually agreed, the limitation period for the Buyer's claims shall commence upon acceptance. This shall be subject to any further special statutory provisions on limitation (in particular section 438 (1) No. 1, (3), sections 444, 445b BGB).

(2) The foregoing limitation periods under sales law shall also apply to the Buyer's contractual and non-contractual claims for damages that are based on a defect in the Goods, unless application of the standard statutory limitation period (sections 195, 199 BGB) would lead to a shorter limitation period in the individual case. The Buyer's claims for damages pursuant to section 9(1) and (2)(a), as well as claims under the Product Liability Act, shall be subject exclusively to the statutory limitation periods.

§ 11 Out-of-Court Dispute Resolution

We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration body.

§ 12 Data Protection

(1) We process personal data of the Buyer for the performance of the contractual relationship in accordance with the applicable statutory provisions, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

(2) Processing is carried out on the basis of Article 6(1)(b) GDPR (performance of the contract) and Article 6(1)(f) GDPR (legitimate interest).

(3) The Buyer has the right to information, rectification, erasure, restriction of processing, data portability and objection pursuant to Articles 15–21 GDPR.

(4) Further information on data protection can be found in our privacy policy at www.lebus-germany.com.

§ 13 Choice of Law and Jurisdiction

(1) These GTC and all legal relations between ourselves and the Buyer shall be governed by the law of the Federal Republic of Germany, excluding international uniform law, and in particular excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The prerequisites and effects of the retention of title pursuant to section 7 shall be subject to the law of the place where the respective item is located, insofar as the choice of law in favor of German law is impermissible or void under that law.

(2) The exclusive place of jurisdiction – including internationally – for all disputes arising directly or indirectly from the contractual relationship shall be our registered place of business in Finning. However, we shall also be entitled to bring proceedings in accordance with a prevailing individual agreement or at the Buyer's place of general jurisdiction. Mandatory statutory provisions, in particular concerning exclusive jurisdiction, shall remain unaffected.

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GTC as at: May 2026

