

The following terms and conditions apply exclusively to deliveries and other services of ABI as well as to payments to ABI. ABI does not accept any general terms and conditions of the Customer.

### 1. Prices and terms of payment

1.1. Unless otherwise agreed, prices are EX Works ABI (EXW Incoterms 2020), excluding VAT and packaging. For work or services (in particular rentals, assemblies, repairs, maintenance or similar services) the hourly rates and prices applicable at ABI will be charged. Travelling and waiting times are working times. For night, Sunday and public holiday hours, the surcharges applicable at ABI will be charged. Travel expenses, per diems and accommodation allowances will be invoiced separately.

1.2. Payments are to be made free of charges and fees within the agreed payment periods.

1.3. The Customer will pay each amount in full and without deduction of, for example, withholding taxes. If the deduction of withholding tax is required due to legal regulations in the country of the Customer's domicile, the Customer will pay the additional amounts required so that ABI receives the undiminished invoice amount.

1.4. If the payment deadline is exceeded, ABI will charge - without the need for a special notice of default - interest of 9% points above the respective base rate according to s. 288 German Civil Code (BGB), plus costs of the reminder, but at least annually 10% of the outstanding total claim. Further consequences of default are not excluded by this.

### 2. Delivery or performance deadlines, obligations to cooperate

2.1. Delivery or service deadlines are extended accordingly by unforeseen impediments of any kind outside the sphere of influence of ABI, in particular by operational disruptions, industrial disputes, pandemics, delays in the delivery of essential raw materials or components and the like, insofar as these impediments are the cause of the exceeding of the deadline. While they last, such impediments also cancel the consequences of a delay for which ABI is responsible. ABI is entitled to withdraw from the contract in whole or in part if such impediments occur. In this case ABI will immediately refund any counter-performances rendered. Further claims for damages of the Customer are excluded.

2.2. ABI is entitled to partial deliveries or services.

2.3. Compliance with the delivery or performance deadline is conditional upon the fulfilment of the contractual obligations on the part of the Customer.

2.4. In case of works or services (cf. No. 1.1), the Customer has to provide ABI with the necessary manpower as well as the necessary equipment and auxiliary materials (e.g. lifting gear, electrical energy, etc.) in due time and free of charge. This applies to all deliveries even if the work or service is included in the price or a lump sum price has been agreed for the delivery. Any necessary substructure must be completed before the arrival of the ABI service technicians. Moreover, the Customer has to

take the necessary safety measures for the protection of persons and property. ABI assumes no liability for the manpower, equipment and auxiliary materials provided.

### 3. Passing of risk

The passing of risk is determined according to „EX Works ABI“ (EXW Incoterm 2020), unless otherwise agreed. In the event of any agreed shipment, the risk shall pass upon handover of the goods to the carrier.

### 4. Retention of title

4.1. ABI retains title to the delivery item until full payment of all claims to which ABI is entitled against the Customer arising from or in connection with the contract. The Customer is obliged to treat the goods subject to retention of title with care and to insure them adequately against any damage, including machine breakage and theft, at new value at their own expense. Proof of this is to be provided at ABI's request. The Customer already now assigns their claims from this insurance contract to ABI for the period until the passing of ownership. ABI accepts this assignment. If maintenance and inspection work is necessary, the Customer must carry out such work regularly at their own expense by skilled and competent personnel, using original parts, and deliver proof thereof.

4.2. If the retention of title is not effective under the law in whose jurisdiction the goods are located, a security corresponding to the retention of title in this jurisdiction are to be deemed agreed. If the cooperation of the Customer is necessary for the creation of such rights, the Customer will take all measures necessary for the creation and maintenance of such rights.

4.3. Upon ordering, the Customer already assigns his claims and other rights from the resale, rental and leasing transactions directly to ABI. ABI accepts this assignment. This also applies if the delivery item has previously been combined or processed with other items. As far as the value of the assigned claims exceeds the secured claim by more than 20%, ABI has to release the assigned claim proportionally at the Customer's request. If the Customer fails to meet their payment obligations towards ABI or is insolvent, they are not entitled to collect the claims or to assert the other rights.

### 5. Liability

5.1. For damage that has not occurred to the delivery item or the object of the assembly itself, ABI is only liable - for whatever legal reasons -

5.1.1. if done intentionally;

5.1.2. in the event of gross negligence on the part of our executive bodies and senior employees (in this case limited to the reasonably foreseeable damage typical for the contract);

5.1.3. in the event of culpable injury to life, body or health;

5.1.4. in the case of defects which were fraudulently concealed or the absence of which was guaranteed;

5.1.5. in the event of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items;

5.1.6. for culpable violation of essential contractual obligations, also in case of gross negligence of non-executive employees and, in case of slight negligence, in the latter case limited to the reasonably foreseeable damage typical for the contract.

5.2. As far as ABI is liable due to delay, liability is likewise limited to the contractually typical, reasonably foreseeable damage, unless culpable injury of life, body or health exists.

5.3. Other claims than those regulated above are excluded.

## 6. Default, acceptance, warranty, damages

If ABI violates obligations assumed by them, the Customer is exclusively entitled to the following remedies:

6.1. In the event that agreed deadlines or deadlines extended in accordance with No. 2 are exceeded by more than eight weeks, the Customer is entitled to withdraw from the contract by setting a grace period of at least 14 days by registered letter. In this case, claims for damages by the Customer are excluded.

6.2. Delivery items or services rendered are to be inspected without delay and defects are to be reported without delay, at the latest within 48 hours of handover of the delivered item or completion of the service. Hidden defects must be reported immediately after their discovery, but at the latest before expiry of the statutory liability period for defects. The notice of defect must state the defect discovered, the number and date shown in the delivery documents or the invoice, as well as the accompanying circumstances under which the defect was discovered. If the complaint is not made in accordance with the above conditions, the delivery item or the service provided is deemed to have been approved by the Customer. The costs caused by unjustified or notices of defects that do not comply with these conditions are to be reimbursed to ABI.

6.3. ABI warrants to the Customer only that the goods delivered or the services rendered are free from defects in material and workmanship due to a cause prior to the time of the passing of risk (cf. No. 3). Without prejudice to the provisions of No. 6.2, ABI is only liable for defects proved by the Customer which - if new delivery items are concerned - are claimed within 12 months from the handover, or within 2000 operating hours (whichever is reached first), or which - if services are concerned - are claimed within 12 months from the completion of the service. With respect to spare parts (except wear parts), the limitation period is 6 months or 1000 operating hours (whichever is reached first).

6.4. In the case of delivery of used goods - subject to statutory provisions or other agreements - any claims for material defects are excluded.

6.5. The limitation period commences at the time of handover, but no later than 30 days after notification of readiness for acceptance/dispatch.

6.6. If ABI is liable for a defect, ABI may, at its own choice, either repair the defective item, or exchange it for a defect-free item, or repair the defective performance (hereinafter referred to as „subsequent performance“). In case of final failure of the subsequent performance, ABI has to reduce the purchase price

or the remuneration at the request of the Customer or, if the defect is so aggravating that the Customer cannot use the essential advantages of the delivery or service, grant the Customer the right to withdraw from the contract. The Customer is not entitled to any further remedies. Replaced parts become the property of ABI. The costs of a rectification of defects carried out by the Customer or a third party will not be reimbursed by ABI.

6.7. Subsequent performance does not extend the original limitation period (cf. No. 6.3.).

6.8. If the Customer asserts a claim for defects, they must send the replaced parts to ABI at their own expense and, without prejudice to other obligations, prove the existence of the following circumstances:

6.8.1. Exclusive use of ABI original parts;

6.8.2. use of attachments on the delivery item only with prior written consent of ABI;

6.8.3. modifications and repairs carried out by authorized personnel;

6.8.4. service and maintenance by a ABI specialist in accordance with the regulations stated in the operator's manual. If the Customer does not comply with their above obligations, their claims for defects are forfeited.

6.9. Moreover, claims for damages are excluded with respect to:

6.9.1. used items;

6.9.2. normal, use-related wear and tear or damage to the delivery item;

6.9.3. usual maintenance, wear and tear or service repairs as well as for operating and auxiliary materials or spare parts required for this;

6.9.4. improper operation or handling of the delivery item, improper use as well as damage due to violence;

6.9.5. consequences of using unsuitable equipment;

6.9.6. consequences of unsuitable attachments or conversions not approved by ABI;

6.9.7. damage or destruction by third parties or by force majeure;

6.9.8. an increase in damage due to commissioning prior to completion of a repair or continued operation despite damage having occurred;

6.9.9. damage due to repairs or attempted repairs not carried out by ABI;

6.9.10. infringements of foreign industrial property rights or copyrights;

6.9.11. lack of conformity of the delivery item with foreign regulations or lack of Customer-specific conversions not expressly agreed by ABI in writing;

6.9.12. deviations of the delivery item within usual tolerances or

6.9.13. parts not supplied or services not rendered by ABI.

6.10. If the prerequisites of a claim for subsequent performance exist, the Customer must grant ABI a period of at least 14 days for subsequent performance. This period shall be reasonably extended if ABI's operating conditions so require.

If, at ABI's request, the subsequent performance is carried out at the Customer's premises, the Customer is to grant ABI the necessary access to the delivery item.

6.11. If the delivery item has been taken to a place other than the place of performance by the Customer or a third party, ABI will bear only those costs of remedying defects that would be incurred at the place of performance.

6.12. If the delivery item (or parts thereof) demonstrably infringes domestic (German) industrial property rights or copyrights of third parties, and the use of the delivery item is thereby made impossible or significantly more difficult for the Customer, ABI will, at its own discretion, either procure for the Customer the right to use the delivery item free from claims of third parties or replace the infringing item (or the corresponding part thereof) within a reasonable period of time. The provisions of No. 6.3. apply accordingly.

6.13. Warranted characteristics are only given in case of express written undertaking by ABI. In the event of the absence of warranted characteristics, the provisions of No. 6 apply accordingly.

6.14. ABI is not liable to the Customer for the consequences of improper or unusual use of the delivery item or for the consequences of modifications of the delivery item not permitted in writing by ABI. The Customer will indemnify and hold ABI harmless against all claims of third parties arising directly or indirectly from such unusual or improper use of the delivery item or from its unauthorized modification.

6.15. All other claims of the Customer, in particular claims for compensation for damages of any kind, such as loss of profit, disruption in the supplier-Customer chain or interruption of operations, are excluded.

6.16. If the delivery item was manufactured by ABI on the basis of design specifications, drawings or models of the Customer, ABI is not liable for the correctness of the design but only for the fact that the designs were carried out according to the specifications of the Customer.

6.17. If claims are asserted against ABI by third parties in the course of manufacture and delivery according to the drawings, samples, models or other documents provided by the Customer, the Customer will assume the defense against such claims at their own expense and fully indemnify ABI against all claims as well as the consequential damages resulting therefrom.

## 7. Returns

In case of return/acceptance of spare parts, we reserve the right to charge a restocking fee of up to 10% of the net sales price. In general, the prerequisite for a return is that the parts are standard series parts, unused, show no damage, have not been contaminated and the delivery date is no longer than six months ago.

## 8. Place of performance, place of jurisdiction, governing law

8.1. Unless otherwise agreed, the place of performance is the registered office of ABI or, in the case of work or services, the place where the performance is to be rendered.

8.2. German law applies to all legal relations between the Customer and ABI. Provisions of the German conflict of laws do

not apply insofar as they refer to substantive law other than German law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

8.3. The exclusive place of jurisdiction is the court competent for the registered office of ABI. ABI is, however, entitled to bring actions arising from the contract also before the court which has subject-matter and local jurisdiction according to the legal provisions relevant for the state in which the Customer has their place of business or residence or realizable assets.

8.4. These provisions also apply if the Customer has their place of business or residence abroad.

## 9. General provisions

9.1. Our products are sold to the Customer for their commercial enterprise. Any resale to consumers (s. 13 German Civil Code) is forbidden. The Customer undertakes to impose this obligation on their contractual partner in the event that the products are passed on. He shall indemnify ABI against all claims by consumers who may have obtained our products through them.

9.2. The Customer may assign their rights under the contract only with the prior written consent of ABI.

9.3. Deviating agreements or supplements to the contract are only binding for ABI if ABI has agreed to them in writing.