

General Terms of Sale and Delivery (GTD) of Samoa GmbH

Status December 2025

§ 1 Scope of application

- (1) These General Terms of Sale and Delivery (“GTD”) shall govern all legal relations between Samoa GmbH on the one hand (hereinafter each referred to as “Seller”) and their respective customer (hereinafter referred to as “Buyer”) on the other hand. The GTD are integral part of all contracts between the Seller and the Buyer, in particular, contracts on the purchase and/or delivery of movable items and items, if applicable, which are yet to be manufactured (“Products”) and for the services to be provided by the Seller in this context.
- (2) Unless agreed otherwise, the GTD apply as a master agreement in their version valid at the time of the Buyer’s order or in their version last notified to the Buyer in text form. In case of any contradictions or inconsistencies, between the GTD as a master agreement and individual contracts concluded in the ongoing business relationship between the Seller and the Buyer, individual contractual agreements shall take precedence over these GTD.
- (3) All offers, deliveries of Products and all services of the Seller shall be based exclusively on them, even if the applicability of the GTD is not agreed once more separately.
- (4) For Project Orders in accordance with § 4 of the GTD, the Seller's Installation Conditions shall also apply. The content of the Installation Conditions shall take precedence over the GTD and shall supersede the provisions of the GTD in their application, insofar as the scope of the Installation Conditions extends.
- (5) These GTD and Installation Conditions of the Seller apply exclusively. Deviating, contrary or supplementing general terms and conditions of the Buyer shall become part of the contract only if and insofar as the Seller expressly agrees to their applicability. An order accepted without reservations shall not be regarded as the Seller’s agreement thereto.
- (6) The General terms and conditions of the Buyer or of third parties shall not apply, even if the Seller does not object to their applicability separately in the individual case. Even if the Seller refers to correspondence from the Buyer or a third party, which contains general terms and conditions, this shall not constitute an agreement to their applicability.
- (7) Individual agreements made in the specific case with the Buyer (including side agreements, additions and changes) shall take precedence over these GTD. To prove the content of such agreements, a written contract or a written confirmation from the Seller in the definition of § 2 of the GTD shall be required, subject to proof of the contrary.
- (8) References to the applicability of statutory regulations shall have only clarifying meaning. Legal regulations shall also apply without such a clarification, unless they have been modified or expressly excluded by these GTD.

§ 2 Formal requirements

Declarations and notifications of the Buyer that are relevant in legal terms and relate to the contract (e.g. setting of deadlines, notice of defects, withdrawal or reduction) shall be submitted in writing or in text form (e.g. letter, email or fax). Statutory regulations on formal requirements and further verifications, in particular in cases of doubt as to the legitimation of the party giving the declarations, shall remain unaffected.

§ 3 Offer and conclusion of the contract

- (1) All offers from the Seller shall be subject to change and be non-binding, unless they are marked explicitly as being binding or if they contain a certain acceptance period.
- (2) The Buyer's order of the Products shall be regarded as a binding offer to conclude a contract. The minimum value of an order must be a net amount of EUR 250.00. Unless stated otherwise in the order, the Seller may accept the order within fourteen days from its receipt by the Seller.
- (3) The Seller shall accept the order in writing or in text form as defined under § 2 GTD by means of an order confirmation ("Conclusion of the Contract").

§ 4 Project Order

- (1) A Project Order is a contract between the Seller and the Buyer over a period of several months that is subject to both the purchase and delivery of Products of the Seller and the provision of services by the Seller.
- (2) Services to which the Seller has agreed to provide within the scope of a Project Order include, in particular, consulting services and installation works ("Installation Services").
- (3) The fulfilment of a Project Order shall be carried out in several segments. The individual segments of the Project Order, the location and duration of the fulfilment of the Project Order by the Seller shall be regulated in a separate agreement for the respective project as concluded between the Buyer and the Seller.
- (4) The Installation Services shall be performed by the Seller at the agreed project location. The Seller is entitled to commission subcontractors to perform the Installation Services.
- (5) For Installation Services within the meaning of § 4 (2) of the GTD, the Seller's Installation Conditions pursuant to § 1 (4) of the GTD shall apply.

§ 5 Subject and scope of the performance obligation

- (1) The subject and scope of the deliveries and performances by the Seller shall be specified in its order confirmation in writing or in text form according to § 2 GTD.
- (2) The Seller reserves fulfilment in a form, model or colour differing from the order confirmation, provided that this does not affect the essential characteristics of the Products as stated in the order confirmation.

§ 6 Prices, packaging costs and price adjustment

- (1) The prices of the Seller apply to the scope of delivery and service listed in the order confirmation ("Purchase Price").
- (2) Prices are understood ex-factory for unpackaged Products. Packaging will be charged separately and will only be disposed of if the return shipment is carriage paid.
- (3) If more than four months have passed between the contract signing and the readiness for shipment, and if a significant change in the cost factors has arisen for the Seller (at least 5 %), e.g., costs for upstream suppliers, wage and transport costs, as well as exchange

rate costs and price-related public levies, the prices indicated by the Seller as valid on the readiness for shipment shall apply (in each case, less an agreed percentage or fixed rebate). The Buyer shall be notified of the price adjustment and given the reasons for it.

§ 7 Delivery and delivery period, delivery delays, delay of acceptance

- (1) The Products shall be delivered ex-factory, unless otherwise agreed according to § 2 of the GTD (“Delivery”).
- (2) Dates advised by the Seller for deliveries and services (“Delivery Period”) shall only be binding if they have been expressly confirmed by the Seller in accordance with § 2 of the GTD or agreed in this form and if the Seller has received all documents, approvals and releases to be provided by the Buyer that are necessary for delivery.
- (3) The Delivery Period has been met if the Products have left the factory by the end of the Delivery Period (e.g. by handover to the forwarding agent, carrier or other third party commissioned with transport) or if the Buyer has been notified that the Products are ready for dispatch.
- (4) The Buyer is obliged to accept the quantity of Products specified in the order confirmation.
- (5) The Seller is entitled to make partial deliveries and to deliver up to 10 percent more or less than the agreed quantity, as is customary in the industry, particularly in the case of custom-made products. In the event of short deliveries, the Purchase Price shall be adjusted accordingly.
- (6) The risk of accidental loss of the Products shall pass to the Buyer at the latest upon handover of the Products (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the transport (e.g. Deutsche Bahn). This shall also apply in the event of partial deliveries.
- (7) If dispatch or handover of the Products is delayed due to circumstances for which the Buyer is responsible, the risk shall pass to the Buyer on the day on which the Products are ready for dispatch and the Seller has notified the Buyer thereof.
- (8) Products marked as ready for dispatch must be collected within two weeks of notification of readiness for dispatch. Otherwise, the Buyer shall be in default of acceptance (“Default of Acceptance”), and the Seller is entitled, at their discretion, to ship the goods or store them at the Buyer's expense and risk, and to consider them “delivered ex-factory” from the time of handover to the forwarding agent, carrier or other third party commissioned with the transport, or from the time of storage.
- (9) If the Buyer is still in Default of Acceptance according to § 7 (8) of the GTD, after having set a further deadline, the Seller is entitled to withdraw from the contract and claim damages.
- (10) The Seller shall not be liable for delays in the delivery or service performance or for the impossibility of the delivery or service performance, insofar as these delays are caused by force majeure (e.g. storm, tempest, natural disasters, pandemics, etc.) or other events not predictable on the date of the Conclusion of the Contract (e.g. business disruptions of any kind, installation hindrances, difficulties in procuring material or energy, transport delays, strikes, legitimate lockouts, lack of workforce, energy or raw material, difficulties in the obtaining the regulatory approvals, measures by authorities or the failed or incorrect or belated delivery by suppliers), which are outside of the Seller's responsibility. It is not

relevant in this respect whether the events or obstacles occurred at the company of the Seller or at its suppliers. If such events significantly complicate or make the delivery or service impossible for the Seller and if the obstruction is not only temporary, the Seller shall have a right of revocation from the contract. In case of obstructions persisting temporarily, the delivery or service periods shall prolong or the delivery or service dates shall be postponed by the period of the obstruction plus an appropriate lead time. If it can no longer be reasonably expected from the Buyer in result of the delay that it accepts the delivery or service performance, it may revoke from the contract by giving immediate notice to the Seller.

§ 8 Place of fulfilment, shipment, packaging, transfer of risk

- (1) The place of performance for all obligations of the Seller and the Buyer is Viernheim in Hesse (Germany). In the event of a Project Order in accordance with § 4 of the GTD, the Buyer may agree with the Seller on a different place of performance with regard to the Seller's Installation Services.
- (2) The shipment shall be made on account and at the risk of the Buyer.
- (3) The packaging type and shipment as well as the route are subject to the Seller's dutiful discretion, unless otherwise agreed in accordance with § 2 of the GTD.

§ 9 Conditions, time and default of payment

- (1) Invoice amounts are payable in euros without any deductions. If settlement and payment in another currency has been agreed, the Buyer shall bear the currency risk under the conditions set out in § 6 (3) of the GTD as follows: The Seller shall calculate the Purchase Price in euros at the exchange rate applicable at the time of Conclusion of the Contract. The invoice shall be issued on this basis and shall be paid by the Buyer in the agreed currency at the exchange rate applicable at the time of payment.
- (2) In the case of a Project Order in accordance with § 4 of the GTD, the following payment method is applicable:
 - 30 % of the Purchase Price upon receipt of the order confirmation;
 - 30 % upon delivery of the Products;
 - 30 % at the start of Installation Services;
 - 10 % upon instruction of the Buyer or upon completion of the Project Order.
- (3) Payment of the Purchase Price is due 30 days from the invoice date ("Due Date") and must be paid to the Seller by that date ("Payment Period"). If the Seller does not receive the Purchase Price within the Payment Period, the Buyer shall be in default upon expiry of the Payment Period.
- (4) If the Buyer fails to pay by the Due Date, interest of at least 5% per annum shall be charged on the Purchase Price from the Due Date; this shall not affect the enforcement of higher interest rates and further damages in the event of default.
- (5) The Seller is entitled to refuse deliveries if the Buyer is in default with the Purchase Price for a delivery, unless the Buyer can provide securities therefore.
- (6) If the Buyer is more than 30 days in default with a due payment, the Seller shall be entitled to withdraw from the contract and claim damages.

- (7) If, after Conclusion of the Contract, the Seller becomes aware of circumstances that are likely to significantly reduce the Buyer's creditworthiness and which might jeopardise the payment of outstanding claims of the Seller arising from the respective contractual relationship, the Seller shall be entitled to perform any outstanding deliveries or services only against advance payment or security. If the Buyer fails to make advance payment or provide security within the period set by the Seller, the Seller shall be entitled to withdraw from the contract and claim damages. If the Seller only becomes aware of the significant deterioration in the Buyer's financial situation within the meaning of sentence 1 after the Products have already been delivered to the Buyer or the service has already been provided, the Seller shall be entitled to demand immediate payment of all claims against the Buyer or to take back the delivered Products from the Buyer's business.
- (8) Offsetting against counterclaims of the Buyer or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established by a court.

§ 10 Warranty, material defects, third-party rights

- (1) The warranty period is one year from delivery. This period shall not apply to the Buyer's damages claims arising from injury to life, body or health or from intentional or gross negligent breaches of duty by the Seller or any of its assistants, which expire according to the statutory limitation periods.
- (2) The statutory provisions shall apply to the prerequisites and the existence of a defect.
- (3) The Products shall be inspected carefully immediately upon their delivery to the Buyer or the third parties determined by it. If the Products are delivered from the Seller to a third party on the Buyer's request ("Third-Party Delivery"), it shall be the Buyer's responsibility to ensure an inspection by the third party determined by the Buyer. If the Buyer has the Products be delivered directly by a supplier of the Seller to itself or to a third party ("Third-Party Deal"), the Buyer shall be obligated to the Seller to take all necessary measures and take all required cooperative actions, which enable the Seller to give timely notice to its supplier of a defect on the Products. Both in case of a direct delivery of the Products from the Seller to the Buyer ("Direct Delivery") as well as in case of a Third-Party Delivery, and in case of a Third-Party Deal, the Products shall be deemed approved by the Buyer with regard to obvious defects or other defects that would have been detectable as if an immediate and careful inspection had taken place, unless the Seller receives a notice of defects within seven working days from the receipt of the Products. Regarding other defects, the Products shall be deemed approved by the Buyer in said cases (Direct Delivery, Third-Party Delivery, Third-Party Deal) if the notice of defects is not received by the Seller within seven working days from the date on which the defect was discovered; if the defect was detectable to the Buyer in normal use at an earlier point in time already, this earlier point in time shall be decisive, however, for the start of the period for examination and notifying of a defect.
- (4) If the Buyer has failed to detect a defect due to negligence, it may assert rights for this defect only if the Seller has fraudulently concealed the defect or assumed a guarantee for the properties and conditions (i.e. quality) of the item.
- (5) If the Seller is required to manufacture and deliver Products based on samples, drawings or models provided by the Buyer ("Templates"), the Buyer warrants that the Products manufactured according to its Templates does not infringe any third-party industrial

property rights and is free from third-party rights. The Buyer further warrants that the creator of the Templates has granted them all the rights necessary for processing.

- (6) In the event of a defect in the goods, the Buyer shall be entitled to subsequent performance in the form of removal of defects (“Repair”) or replacement delivery (“New delivery”) within a reasonable period of time set by the Buyer. In the event that the subsequent performance fails, i.e., if the remedy of the defect or the New Delivery is impossible, unreasonable, refused or inappropriately delayed, the Buyer may revoke from the contract or reduce the Purchase Price appropriately. If the defect is minor or if the Products are already sold, processed or modified, the Buyer shall no longer be entitled to a right of revocation.
- (7) The Seller shall be entitled to make the owed subsequent performance contingent on the Buyer’s payment of the due Purchase Price. The Buyer shall be entitled, however, to withhold an appropriate part of the Purchase Price in proportion to the defect.
- (8) The warranty shall lapse if the Buyer modifies Products or has them modified by third parties without the Seller’s consent and if the defect correction is thereby made impossible or unreasonably complicated. The Buyer shall bear the additional costs for the correction of defects that are incurred due to the modification in all cases. The aforementioned provisions in § 10 (8) sentences 1 and 2 of the GTD shall not apply in the case of a supply chain, i.e. if the Buyer sells the Seller’s Products to a third party, provided that the defect asserted by the third party already existed at the time of the transfer of risk from the Seller to the Buyer; the Seller shall reimburse the Buyer, upon presentation of evidence, for those expenses which the Buyer actually incurred in the context of subsequent performance vis-à-vis the third party. In general, the statutory provisions shall apply in the case of a supply chain.
- (9) On the Seller’s request, the Products or a complained portion of them shall be returned to the Seller with freight paid for the purpose of the subsequent performance. In case of a justified notice of defect, the Seller shall compensate the costs for the most efficient shipment route; this shall not apply if the costs increase because the Products are located at a different place other than the place of the intended use. In case of an unjustified request for subsequent performance by the Buyer, the Seller may demand a refund from it for the costs it has incurred (in particular, costs for testing and transport), unless the missing defectiveness was not detectable for the Buyer.
- (10) Claims of the Buyer for damages or reimbursement of futile expenditures shall also apply in case of a defect on the conditions defined in § 11 of the GTD.

§ 11 Liability for damages based on fault

- (1) The Seller’s liability for damages, regardless of the legal reason, in particular for impossibility, delay, defective or incorrect delivery of the Products, breach of contract, fault in contract negotiations and for torts shall be limited pursuant to § 11 of the GTD whenever fault is decisive in the respective case.
- (2) The Seller shall not be liable in cases of simple negligence by its bodies, legal representatives, employees or other agents, unless duties essential to the contract are breached. Essential duties of the contract include the obligation for the timely delivery of the Products, the absence of defects of title and material defects, which impair their functioning of suitability for use more than just insignificantly, as well as obligations for advising and protecting, and the duties of care which are to enable the Buyer to use the Products in accordance with the contract or which have the purpose of protecting the life and limb of the Buyer’s personnel or protecting its property against substantial damages.

- (3) Insofar as the Seller is liable for damage compensation according to § 11 (2) GTD on the merits, this liability shall be limited to damages, which the Seller has anticipated on the Conclusion of the Contract as a possible consequence of a breach of contract or which it should have anticipated in application of reasonable care. Indirect damages and consequential damages, which are the result of defects on the Products, shall be qualified for compensation, insofar as such damages can be typically expected when using the Products as intended.
- (4) In the event of liability for simple negligence, the Seller's obligation to pay compensation shall be limited to the total net Purchase Price for property damages and further financial loss resulting from them, even if a breach of duties essential to the contract is concerned.
- (5) The foregoing liability exclusions and limitations shall apply to the same extent in favour of the bodies, legal representatives, employees and other agents of the Seller.
- (6) Insofar as the Seller provides technical information or advice and if this information or advice is not included in the scope of service owed by it as agreed under the contract, this shall be provided free of charge and to the exclusion of any liability.
- (7) The liability limitations of this § 11 GTD shall not apply to the Seller's liability for intentional acts, guaranteed quality, injury to life, body or health nor to liability pursuant to the Product Liability Act.

§ 12 Reservation of title

- (1) The Products delivered by the Seller to the Buyer shall remain the property of the Seller until the payment is fully completed. The Products and the goods taking their place pursuant to the following provisions, which are covered by the reservation of title, are hereinafter referred to as "Products Subject to the Reservation of Title."
- (2) The Buyer shall store the Products Subject to the Reservation of Title free of charge for the Seller. The Buyer is obliged to insure Products Subject to the Reservation of Title.
- (3) The Buyer is entitled to process and sell the Products Subject to the Reservation of Title up until the event of a lack of payment (§ 12 (7) GTD) in the ordinary course of business. Pledging and transfers by way of security shall not be permissible, in contrast.
- (4) If the Products Subject to the Reservation of Title are processed by the Buyer, the processing shall take place in the name and on account of the Seller, as the manufacturer pursuant to Sec. 950 of the German Civil Code, and the Seller shall directly acquire the ownership or – if the processing takes place with items of several owners or if the value of the processed object is higher than the value of the Products Subject to the Reservation of Title – the co-ownership (i.e. fractional share of property) in the newly created object, in the ratio of the value of the Products Subject to the Reservation of Title to the value of the newly created object. In the case that no such acquisition of ownership by the Seller should occur, the Buyer hereby transfers on this day already its future ownership or the co-ownership of the newly created object – in the ratio named above – to the Seller as security. If the Products Subject to the Reservation of Title are combined or inseparably mixed with other items into one consistent object, and if the other items should be regarded as the main object, the Buyer hereby transfers the co-ownership of the consistent object in the ratio named in the present sentence 1, to the extent that it owns the main object.

- (5) In case of a resale of the Products Subject to the Reservation of Title, the Buyer assigns to the Seller on this day already by way of security the resulting claim against the customer and all related securities, which the Buyer acquires for the claim or – in case of co-ownership of the Seller in the Products Subject to the Reservation of Title – according to the co-ownership share. If the Products Subject to the Reservation of Title is sold by the Buyer together with other products that are not sold by the Seller, the Seller shall be assigned the claim arising from the resale in the ratio of the invoice value for the Products Subject to the Reservation of Title to the other sold products. In case items are sold on which the Seller holds co-ownership shares according to § 12 (4) GTD, the Seller shall be assigned a portion corresponding to its co-ownership share. The same applies to other claims, which take the place of the Products Subject to the Reservation of Title or which are otherwise created regarding the Products Subject to the Reservation of Title, e.g., insurance claims or claims arising from tortious act in case of loss or destruction. The Seller irrevocably empowers the Buyer to collect the claims assigned to the Seller in its own name. This collection authorisation shall expire in the event of a cancellation by the Seller, whereas at the latest on payment default, non-encashment of a bill of exchange or application for the opening of insolvency proceedings.
- (6) If third parties take control over the Products Subject to the Reservation of Title, in particular, by attachment, the Buyer shall immediately indicate that the Seller has the ownership and shall inform the Seller thereof so as to enable it to enforce its property rights. If the third party is not able to refund the Seller the costs incurred in and out of court in this connection, the Buyer shall be liable for them to the Seller.
- (7) If the Buyer comes to be in default of payment or if it does not cash a bill of exchange on the Due Date, the Seller shall be entitled to take back Products Subject to the Reservation of Title and, for this purpose, enter the respective operating premises of the Buyer if necessary. The same applies if it becomes apparent after the Conclusion of the Contract that the Seller's claim to payment under this contract or other contracts with the Buyer is put at risk for absent solvency of the Buyer. If Products are taken back, this shall not constitute a revocation from the contract. The regulations of the German Insolvency Code remain unaffected.
- (8) The Seller shall release the Products Subject to the Reservation of Title and the objects or claims replacing them, if their value exceeds the amount of the secured claims by more than 10 %. The selection of the items to be released then shall be within the Seller's discretion.

§ 13 Protection of intellectual property

- (1) All documents, drawings and illustrations that are part of the Seller's offer and are sent to the Buyer in accordance with § 3 (1) of the GTD or made available within the scope of a Project Order in accordance with § 4 of the GTD are the property of the Seller and are protected by copyright. The copyright is held by the Seller.
- (2) The documents, drawings and illustrations referred to in § 13 (1) of the GTD may only be made accessible to third parties with the prior consent of the Seller, which shall be given as specified in § 2 of the GTD.
- (3) Models, tools and items required for Installation Services remain the Seller's property, even if the Seller charges the Buyer a share of the costs for their use.

- (4) The models, tools and items required for Installation Services specified in § 13 (3) of the GTD may only be made available to third parties with the prior consent of the Seller, which shall be given as specified in § 2 of the GTD.
- (5) If the Seller manufactures Products based on the Buyer's Templates in accordance with § 10 (5) of the GTD and if, despite a contrary assurance by the Buyer, the Seller is held liable by a third party for infringement of industrial property rights or copyrights of third parties in these Templates, the Buyer shall be obliged to indemnify the Seller against justified claims or to compensate the Seller for the damage incurred; the indemnification obligation shall also include the reasonable costs of legal defence. The Buyer and the Seller shall inform each other immediately if they are held liable by a third party. If the third party prohibits the Seller from manufacturing or delivering the manufactured Products, the Seller shall be entitled to suspend the manufacturing and delivery of the Products until the Buyer has clarified the legal situation with the third party.

§ 14 Place of jurisdiction, choice of law, interpretation of terms, contractual and negotiating language

- (1) The District Court of Mannheim (Germany) shall have exclusive jurisdiction for contractual and non-contractual disputes between the Seller and the Buyer if the Buyer is – within the meaning of German law – either a merchant or has no domicile within the territory of the Federal Republic of Germany.
- (2) These GTD, Installation Conditions and the further legal relationships between the Buyer and the Seller, including the agreement on the place of jurisdiction in § 14 (1) of the GTD, shall be governed by the law of the Federal Republic of Germany, to the exclusion of international uniform law (in particular the UN Convention on Contracts for the International Sale of Goods/CISG).
- (3) All terms used in these GTD will be interpreted according to German law. The German language shall be the contractual and negotiating language, unless otherwise agreed between the Buyer and the Seller in accordance with § 2 of the GTD.