

General Terms and Conditions of Sale and Delivery

of Avermann Precast Technology GmbH for deliveries of machinery and spare parts as well as services and assembly

(Status: May 2026)

§ 1 Scope of Application

1. These Terms and Conditions of Sale apply exclusively. We do not recognize any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale unless we have expressly agreed in writing that they shall apply. Our Terms and Conditions of Sale shall also apply if, in the knowledge of conflicting terms and conditions of the customer or terms and conditions deviating from our Terms and Conditions of Sale, we carry out delivery to the customer without reservation. The provisions of the German Civil Code (BGB), the German Commercial Code (HGB) and the Incoterms, version 2020, shall apply additionally.

2. Our Terms and Conditions of Sale apply only to entrepreneurs within the meaning of § 310 BGB.

3. Our Terms and Conditions of Sale in their respective version shall also apply as a framework agreement to all future transactions of the same kind with the customer without our having to refer to them again in each individual case; in such case, we shall inform the customer of any amendments no later than upon conclusion of the respective contract.

§ 2 Offer, Conclusion of Contract, Prices

1. Our offers are subject to change and non-binding unless, by way of exception, the offer expressly indicates an intention to be legally bound. The purchaser's order of the goods shall be deemed a binding contractual offer.

2. A contract is concluded only upon our order confirmation and exclusively on the terms confirmed by us in writing. This shall also apply to orders transmitted to us in electronic form, provided that an offer with the intention to be legally bound existed on our part and insofar as the order does not deviate from our offer. Acceptance also includes delivery of the goods without reservation.

3. Orders and other data transmitted to us shall be deemed received only with the content received by us. If we confirm receipt of the order, this confirmation of receipt documents only the receipt of the order and does not constitute binding acceptance. However, we may combine the declaration of acceptance with the confirmation of receipt.

4. Deviations of the delivery item from order confirmations, offers, samples, brochures, data sheets, test deliveries and prior deliveries that are customary in the trade are permissible in accordance with the applicable DIN/EN standards or other relevant technical standards.

5. Oral collateral agreements and guarantees require our written confirmation in order to be effective. This means, for example, that illustrations, drawings, dimensions, weights and other performance data are binding only if we expressly agree this with the customer in writing. Prior to conclusion of the contract, the customer

is obliged to inform us in writing if, according to the customer's understanding, the products are not to be suitable exclusively for ordinary use, or if the customer assumes that the product is suitable for a particular purpose, or if the customer plans to use the product for an unusual purpose, to process unusual materials, under increased stress or under risks to life, limb, health or the environment.

6. Our prices are stated plus statutory value added tax for delivery ex works ("ex works", Incoterms 2020), Lengericher Landstraße 35, 49078 Osnabrück, Federal Republic of Germany. In the case of deliveries, we are entitled to increase the agreed price if, between placement of the order and delivery, the costs of raw materials, energy, wages and salaries, freight, customs duties, charges, etc. have increased and delivery thereby becomes more expensive. We shall notify the customer of a price increase in advance; the customer may object to the price increase within seven days after receipt of the notification. In the event of an objection, we may choose between withdrawing from the contract or delivering at the originally agreed price. We must inform the customer of our decision without delay. If we declare withdrawal from the contract, further claims of the customer are excluded.

7. For orders with a net goods value of less than EUR 120.00, we charge a small-quantity surcharge of 25% of the respective net goods value. This surcharge is levied only up to a total price of EUR 120.00.

8. We expressly object to any deduction of cash discount that has not been agreed.

§ 3 Subsequent Amendments

Additional services agreed after order confirmation shall be recorded and confirmed by the parties in writing. In cases in which we provide services for which no fixed price has been agreed, we shall determine the price by applying our standard billing rates valid at the time the services are provided. Furthermore, we may invoice all costs incurred, including an appropriate additional charge. Upon request, we shall document the additional charge.

§ 4 Payment Terms

1. Unless otherwise stated in the order confirmation, the payment term is 14 days net. Any agreed cash discount on new invoices is inadmissible if older due invoices have not yet been paid. The payment date is the date on which we can dispose of the incoming payment with value. If down payments or advance payments have been agreed, statutory value added tax shall also be added to the down payment or advance payment amount.

2. Payments should be made only by bank transfer or by SEPA direct debit.

3. The contracting parties may agree that the customer must open a documentary letter of credit through its bank, or another bank acceptable to us. In such case, it is agreed that the opening of the letter of credit shall be carried out in accordance with the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600 ("UCP").

4. The customer shall have rights of set-off and retention only if its counterclaims have been finally established by law, are undisputed or have

been recognized by us, or insofar as a counter-performance arising from the contractual relationship is concerned, in particular in the case of a counterclaim arising from a claim for performance in kind that entitles refusal of performance. The customer is entitled to exercise a right of retention only insofar as its counterclaim is based on the same contractual relationship.

5. The customer shall pay permissible partial services within the periods specified in the payment terms and, in the absence of such terms, in the order confirmation.

§ 5 Delivery – Execution – Scope of Performance

1. Binding delivery dates or delivery periods require our written confirmation in order to be effective. Compliance with all our delivery and execution obligations presupposes the timely and proper fulfillment of the customer’s obligations and the clarification of all technical questions. The delivery time is met if the delivery item has left the factory by the time the delivery period expires.

2. Unless otherwise agreed, delivery of our products and goods shall be ex works (“ex works”, Incoterms 2020) at Lengericher Landstraße 35, 49078 Osnabrück, Federal Republic of Germany, even if we deliver freight prepaid.

3. The customer shall bear the costs for packaging our products and goods. The packaging costs can be taken from the following price list.

Packaging item	Price
Foam box + package for circuit boards	10,- €
Package	5,- €
EPAL Euro pallet 120 cm x 80 cm	30,- €

Packaging item	Price
Single-use pallet 120 cm x 80 cm	20,- €
Single-use pallet 80 cm x 60 cm	15,- €
Single-use pallet 60 cm x 40 cm	10,- €
Pallet collar 120 cm x 80 cm	25,- €
Pallet collar 80 cm x 60 cm	15,- €
Lid for Euro pallets 120 cm x 80 cm	25,- €
Lid for half pallets 80 cm x 60 cm	15,- €
Wire-mesh pallet box	250,- €

A corresponding update of this price list is expressly reserved. Shipment shall be made by the most economical shipping route and at the risk and expense of the customer. Risk shall always pass to the customer from the loading point of the factory, even if partial deliveries are made or we have assumed other services (“ex works”, Incoterms 2020). If the customer so wishes, we shall cover the delivery by transport insurance. The costs incurred in this respect shall be borne by the customer.

4. Partial deliveries are permissible if they are reasonable for the customer in the individual case. This means in particular if:

- the partial delivery can be used by the customer within the contractual intended purpose,
- delivery of the remaining ordered delivery item within the contractually agreed delivery period is ensured, and
- the customer does not incur significant additional effort or additional costs as a result, unless we declare that we are prepared to bear these costs.

5. Contractual items resulting from properly performed services may be returned only if we approve the return. In such case, the customer shall bear the costs of return shipment.

6. Force majeure, official requirements and other circumstances for which we are not responsible, in particular traffic and operational disruptions, industrial disputes, pandemics, shortage of materials, fire damage, war or a state of emergency, shall release us from the duty to deliver and perform for the duration of their effects. We are entitled to withdraw from the contract if, for the reasons stated above, performance of the contract is no longer reasonable for us. Unreasonableness shall not exist if the impediment to performance resulting from the above reasons is foreseeably only temporary. Claims for damages against us are excluded in these cases.

7. We shall be liable in the event of impossibility and in the event of delay in performance, insofar as this is due to intent or gross negligence, including intent or gross negligence of our representatives or vicarious agents, in accordance with statutory provisions. In cases of gross negligence, however, our liability is limited to the foreseeable damage typical for the contract.

7.1 In the event of slight negligence, our liability due to impossibility for damages and for reimbursement of futile expenses is likewise limited to the foreseeable damage typical for the contract. Further claims of the customer due to impossibility of performance are excluded. The customer's right to withdraw from the contract remains unaffected.

7.2 In the event of slight negligence, our liability due to delay in performance is limited, for damages in addition to performance, to a total of 5% and, for damages instead of performance, to a total of 5% of the value of the performance. Further claims of the customer due to delay in performance are excluded, even after expiry of a period set to us for performance. These rules also apply to reimbursement of futile expenses.

7.3 The limitations of § 5.7 do not apply if liability exists due to injury to life, body or health or due to breach of material contractual obligations. Material contractual obligations are those whose fulfillment characterizes the contract and on which the customer may rely. The foregoing provisions do not involve any change in the burden of proof to the detriment of the customer.

§ 7 Due Date – Interest – Consequences of Default

1. If payment is made after expiry of the payment term of 14 days, default interest in the amount provided by law shall be paid to us. Further claims for damages remain unaffected.

2. As long as the customer is in default of payment, we are not obliged to make further deliveries, irrespective of the legal basis on which our delivery obligation is based.

3. If, after conclusion of the contract, it becomes apparent, for example through an application for the opening of insolvency proceedings, that our claim to payment is jeopardized by the customer's lack of ability to perform, then:

- we are entitled under the statutory provisions to refuse performance and, if applicable after setting

a deadline, to withdraw from the contract (§ 321 BGB);

- in the case of contracts for the production of non-fungible items, custom-made products, we may declare withdrawal immediately;

- we are entitled to provide outstanding services only concurrently against an advance payment or security and, after unsuccessful expiry of a reasonable period for provision of the advance payment or security, to withdraw from the contract.

The statutory rules on dispensability of setting a deadline remain unaffected.

4. If the customer has agreed with us on payment by installments and/or partial payments, the following shall apply: if the customer falls into arrears in whole or in part with payment of an installment or a partial payment for more than three days, the remaining outstanding balance shall become due immediately and in full at once.

5. If the customer is in default of acceptance on the due date, the customer must nevertheless pay the purchase price. In such cases, we shall store the delivery item at the risk and expense of the customer.

6. If security for payment of the purchase price has been provided by a bank or another third party and our performance cannot be effected in this respect due to circumstances for which we are not responsible, we are also entitled to demand from the bank or another third party the total outstanding remaining purchase price upon presentation of evidence that the delivery item has been stored. Such storage is carried out at the cost and risk of the customer. The date of storage

by us shall be deemed the delivery date. All delivery documents and other documents that must be handed over by us in order to obtain payment from a bank or another third party shall be handed over to us without delay by the issuer of these documents.

§ 8 Retention of Title

1. We retain title to the delivery item until complete fulfillment of all claims to which we are entitled against the customer arising from the business relationship. In the event of conduct by the customer in breach of contract, in particular in the event of default in payment, we are entitled to withdraw from the contract after unsuccessful expiry of a reasonable grace period. After any withdrawal from the contract, we have the right to demand surrender of the delivery item, sell it elsewhere or otherwise dispose of it.

2. The customer is obliged to treat the delivery item with care; in particular, the customer is obliged to insure it at its own expense sufficiently at replacement value against fire, water and theft damage. If maintenance and inspection work is required, the customer must carry it out in good time at its own expense.

3. Notwithstanding retention of title, the customer is entitled to resell the delivery item in the ordinary course of business provided that it is not in default of payment. The customer is not entitled to otherwise dispose of the goods subject to retention of title other than by resale in the ordinary course of business, in particular to assign them as security or pledge them. The customer hereby assigns to us in full, by way of security, the payment claims of the customer against its purchasers from a resale of the goods subject to

retention of title, as well as those claims of the customer with respect to the delivery item that arise against its purchasers or third parties on any other legal basis, in particular claims arising from tort and claims to insurance benefits, including all balance claims from current account. We accept this assignment. The customer may collect these claims assigned to us for our account in its own name as long as we do not revoke this authorization. Our right to collect these claims ourselves remains unaffected; however, we shall not assert the claims ourselves and shall not revoke the collection authorization as long as the customer properly meets its payment obligations. If, however, the customer acts in breach of contract, in particular if it is in default with payment of a remuneration claim, we may require the customer 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 need to assert the claims.

4. In the event of attachments or other interventions by third parties, the customer must notify us immediately in writing so that we can bring an action pursuant to § 771 ZPO. If the third party is not able to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.

5. Processing or transformation of the delivery item by the customer is always carried out for us. If the delivery item is processed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the delivery item, 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 to the delivery item delivered under retention of title.

6. If the delivery item is inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the delivery item, final invoice amount including value added tax, to the other mixed items at the time of mixing. If mixing takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer transfers proportional co-ownership to us. The customer shall keep the sole ownership or co-ownership thus created in custody for us.

7. The customer also assigns to us, as security for our claims against it, the claims that arise against a third party through the connection of the delivery item with real property.

8. We undertake, at the customer's request, to release the securities to which we are entitled insofar as the realizable value of our securities exceeds the claims to be secured by more than 10%. We shall be responsible for selecting the securities to be released.

§ 9 Acceptance

Machines and products manufactured for the customer must be formally accepted by the customer at the manufacturer's works for full functional suitability and performance within one week after corresponding notification. Written receipted acceptance is a prerequisite for delivery of the delivery item to the customer / to the customer's works, insofar as owed. By the acceptance so declared, the customer declares that the delivery item has the owed functionality

and performance. Once acceptance has been declared in this way, after installation and commissioning at the agreed location the customer is barred from raising the objection of insufficient performance or insufficient functional suitability; we then owe only commissioning.

§ 10 Liability for Defects

1. The customer's claims for defects require that the customer has properly complied with its duties to inspect and give notice of defects owed under § 377 HGB. In any case, obvious defects must be notified in writing within 6 working days from delivery and inspection, and hidden defects within the same period from discovery.

2. We assume no warranty for special items, for example used machines.

3. Illustrations, weights, dimensions, performance descriptions, yields and other documents belonging to the offer, such as plans, drawings, technical data, etc., are not specifications of quality. They are to be considered merely as guide values; assurances of properties and guarantees are expressly not associated with them in the absence of a separate written agreement. We reserve the right to make changes to design, choice of materials, specification and construction even after sending an order confirmation, provided these changes are either technically necessary and not disadvantageous for the customer or we must expect unacceptable delay, cost increases, etc. on the procurement side, so that we are entitled to process equivalent other material. The changes must be reasonable for the customer. The same applies to samples demonstrated or provided.

4. If there is a defect in the delivery item for which we are responsible, we are entitled, at our option, to subsequent performance in the form of remedying the defect or producing a new work or delivering a new defect-free item. In the case of remedying the defect, we are obliged to bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labor and material costs, insofar as these are not increased by the delivery item having been taken to a place other than the place of performance.

5. If, in addition to us, third parties, irrespective of whether they have a legal relationship with the customer, are jointly responsible to the customer for a defect/damage and the customer asserts a claim against us alone from its legal position, the customer hereby assigns to us its claims against these third parties.

6. If subsequent performance fails, which may be assumed at the earliest after the second attempt at repair or replacement delivery, the customer is entitled, at its option, to demand withdrawal or reduction. Unless otherwise provided below (§§ 10.7, 10.8 and 10.9), further claims of the customer, irrespective of legal grounds, are excluded. We therefore are not liable for damage that has not occurred to the delivery item itself; in particular, we are not liable for production downtime, interruption of operations, the costs of any recall campaign, lost profit or other financial losses of the customer. We are also not liable for damage caused by unsuitable or improper use, incorrect handling by the customer or third parties, natural wear and tear, negligent handling or unsuitable cleaning.

7. We are liable in accordance with statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence of our representatives or vicarious agents. Unless we are accused of intentional breach of contract, liability for damages is limited to the foreseeable damage typically occurring.

8. We are liable in accordance with statutory provisions if we culpably breach a material contractual obligation. Material contractual obligations are those whose fulfillment characterizes the contract and on which the customer may rely. In this case, however, liability for damages is limited to the foreseeable damage typically occurring.

9. Liability for culpable injury to life, body or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.

§ 11 Limitation Period

Claims of the customer against us, irrespective of legal grounds, become time-barred one year after their accrual. This does not apply in the cases of §§ 438 paragraph 1 no. 2 and 634a paragraph 1 no. 2 BGB. This also does not apply in the case of intent or fraudulent concealment of a defect or insofar as we have assumed a guarantee. For claims for damages, the limitation period also does not apply in cases of injury to life, body, health or freedom, in the case of claims under the Product Liability Act, as well as in the case of a grossly negligent breach of duty or breach of material contractual obligations. Material contractual obligations are those whose fulfillment characterizes the contract and on

which the customer may rely. The foregoing provisions do not involve any change in the burden of proof to the detriment of the customer.

§ 12 Assembly, Commissioning, Maintenance and Services

1. Subject to any agreement to the contrary, installation and assembly of the delivery items shall be carried out by the customer and at its risk.

2. If we have contractually undertaken installation and assembly, the following applies: at its own expense, the customer shall provide sufficient handling support and handling equipment, including cranes and forklifts, etc., for unloading and setting up the delivery items. The customer shall also ensure in good time and at its own expense all tools, qualified employees, oil, lubricants, water, steam, oxygen, electricity, air, drawings and data, raw materials and other items, preparatory work and services that are necessary for assembly and commissioning of the delivery item. This includes in particular:

- an appropriate working and storage area as close as possible to the place where commissioning work is to be performed;
- placement of the systems in the installation area, which must be in an appropriate condition to begin assembly;
- all necessary construction work, in particular relating to the foundation, wiring, lines, anchor bolts, floor channels, frames, gratings, cover plates and supports for supporting the lines;
- supply, installation and connection of all necessary cables, except equipment-internal cables, including power cables, data cables,

control and signal cables, etc., from the main operating consoles and control centers to and between the connection points on the individual parts of the systems according to our circuit diagrams, including shielded cable ducts or cable ties for power and data cables according to our specifications;

- standard IT hardware and software as provided, if not included in the price offer;

- placement of the main servers, if any, in a dry, clean, air-conditioned room with sufficient telephone and data line connections to our supervisory personnel and online service;

- all entry, work and other necessary permits for assembly abroad in accordance with instructions.

3. The customer shall ensure that our employees can perform their work safely without danger to their health.

4. At its own expense and in accordance with the contractual agreements, the customer shall prepare the installation or assembly site for assembly and ensure that the necessary power connections and technical facilities are available. The installation site for the machine must be freely accessible, any necessary overhead crane must be available or the hall floor must be load-bearing for a truck or mobile crane. The floor must be cleared in the area where the machines are to be installed. The customer alone is responsible for structural statics. Before assembly work begins, the customer must provide us with all necessary information regarding the location and existence of utility connections, for example electricity, gas and water lines and similar systems. This applies in particular to concealed systems. We are not liable for damage arising

exclusively because the customer has not complied with the foregoing obligation.

5. Separate assembly terms to be agreed shall apply to the services of our fitters and persons deployed to support the assembly supervisors. If the parties have not agreed separate assembly terms, the following applies: for the services of fitters, we charge the hourly rates then current, if applicable with overtime, weekend, public holiday and night surcharges. The customary tariff surcharges apply to work on Sundays and public holidays. Accommodation costs, daily allowances and out-of-town allowances are charged separately according to expenditure. A mileage allowance at the current rate is charged for outward and return journeys. The mileage allowance is calculated from 49078 Osnabrück, Federal Republic of Germany. Special trips by fitters, for example to procure spare parts, etc., are invoiced in the same way insofar as they are necessary for commissioning of the machine and become apparent only during assembly and/or installation. The prices stated are plus statutory value added tax.

6. All parts additionally required during assembly and/or installation that are not expressly listed and that are required due to extraordinary, unforeseeable local circumstances or due to a special request of the customer or requirements of the local supervisory authority for commissioning shall be charged separately upon proof.

7. Interruptions to assembly and/or installation due to missing connections, construction work, power failure, etc., for which we are not responsible, shall be borne by the customer unless the customer itself was not responsible for them.

8. Additional work not included in the contractually agreed scope of performance shall be charged according to expenditure. This must be agreed separately between us and the customer. Waiting times during our presence or the presence of further fitters traveling for commissioning of the machines shall be borne by the customer, unless the waiting times are based on a circumstance for which the customer is not responsible.

9. Any agreed lump sums for assembly and/or installation do not include work on Sundays and public holidays; lump sums apply only if all preparatory measures on site have been completed.

10. The customer shall bear the costs for assistants to our technician, electricians, auxiliary personnel and suitable lifting tools, for the duration of performance of the commissioned work, insofar as they are required. The customer is entitled to prove to us that the assistants were not required for performance of the order.

11. All machines are supplied with the operating instructions provided by the respective manufacturer. Costs for personal instruction are not included in the purchase price and are charged according to the time spent in accordance with our assembly rates.

12. The customer must confirm to us proper performance of the commissioned work in the assembly report. The customer receives one copy for its records.

13. Unless otherwise agreed in the contract, we are not liable for:

- interfaces between our systems and/or our software on the one hand and elements provided by the customer or third parties on the other hand;

- compatibility with other customer software;

- coordination between our work and the work of other suppliers.

14. Maintenance work is provided by us only to the extent described in the contract or in a special service contract.

15. If the customer assumes service work, in particular assembly, installation and commissioning, we are released from any liability. In particular, we are not responsible for defective execution by the customer that did not correspond to our recommendations, drawings and specifications. Our employees also do not check whether all their instructions have been properly carried out by the customer.

16. Before installation of a machine begins, the delivery parts must be on site. Construction work and other preparatory work must be completed to such an extent that installation can begin immediately after arrival of the fitter and be carried out without interruption. The customer shall ensure that the foundation required for the type of machine to be installed has sufficient load-bearing capacity, concrete leveled with a spirit level. The customer shall arrange any measures for structure-borne sound insulation.

§ 13 Government Regulations – Safety – Use

1. For individual parts of the systems, we have taken into account the Machinery Directive 2006/42/EC, the Electromagnetic Compatibility Directive 2014/30/EU and the Low Voltage

Directive 2014/35/2014. However, after our machines start operation, compliance with the directives mentioned can be maintained only on condition that the customer installs safety devices that are contractually within its responsibility. However, we do not warrant that the systems will in each case comply with all locally applicable safety and occupational health regulations as well as other local regulations, unless this has been expressly agreed in writing in the contract. If an inspection by local supervisory authorities is required before commissioning of the systems, this is also the responsibility of the customer.

2. The products are intended only for the use expressly described in the contract and in our manuals. We are not liable for any other use of the products, even if known to us.

3. In this respect, the customer shall indemnify us against all claims by its employees, representatives or third parties due to personal injury or property damage caused directly or indirectly by the customer, its employees, representatives or other third parties failing to comply with our safety, operating and/or maintenance instructions. This indemnity includes all costs incurred by us, including attorneys' fees and expenses incurred by us.

§ 14 Supplementary Terms for Software

1. We grant the customer rights of use to the software to be transferred and other work results protected by copyright to the extent of the contractually intended purpose. Unless otherwise agreed, we thereby grant the customer a non-transferable, non-exclusive right of use, limited for the usage or contract period or otherwise limited

in time, for installation of this software on a database and for use of this software as embedded software or application software, as the case may be, in the manner described in the contract. The customer is not entitled to transfer the rights of use granted to it in whole or in part to third parties or to grant corresponding rights of use to third parties. We reserve the right to terminate this license if the provisions of the license are violated or the customer otherwise violates the provisions of the underlying contract.

2. Insofar as the rights of use were transferred only for a limited period or the transfer of the license ends for other reasons, all transferred rights shall revert to us upon expiry of the license without any further legal act. The customer is obliged to delete all licensed products existing at its premises and to return the documentation.

3. Transfer of the source code to the customer is excluded unless expressly agreed otherwise.

4. Insofar as we use services and work results, in particular rights of use of third parties, for performance of the order, we shall acquire their rights of use to the extent necessary for performance of the order and transfer them to the customer. If it is not possible for us to acquire the rights of use to this extent or if there are restrictions on the rights of use or other rights of third parties, we shall inform the customer accordingly. The customer must observe these restrictions. For services and works provided by the customer, we are not obliged to secure the rights of use.

5. The customer is entitled to make one copy of the software exclusively for backup purposes,

which must be labeled as a copy and provided with a reference to us as copyright holder.

6. The customer may not remove any copyright notices.

7. The customer hereby undertakes not to modify, decompile, reverse engineer or copy the software, except as expressly permitted in these General Terms and Conditions of Sale.

8. A separate maintenance and/or service and support agreement is a prerequisite for maintenance and service measures on transferred software.

9. We shall transfer to the customer the rights of use necessary for use of our products and services to the extent described above only after settlement of all claims relating to the order for remuneration, fees and reimbursement of costs.

10. In the event of loss of data, we shall be liable only for the effort that would have been required to restore the data if the customer had properly backed up the data. In the event of slight negligence, we shall be liable only if the customer performed a proper data backup immediately before the measure leading to the loss of data.

11. Our liability and warranty are excluded insofar as damage and/or disruptions are caused by the customer culpably violating provisions of this contract, modifying software delivered by us contrary to the contractual provisions or our instructions, or not using software delivered by us in the system environment agreed in the contract.

12. If we are obliged to deliver and transfer items or software or to produce other works, such as expert reports and analyses, the provisions of § 10

shall apply accordingly in all other respects to defective delivery and performance.

13. The limitations of liability shall apply accordingly to personal claims against our employees, representatives and vicarious agents.

§ 15 Rights to Intellectual Property and Industrial Property Rights – Confidentiality

1. All rights to intellectual property and industrial property rights relating to the products, cost estimates, designs, drawings and other documents, such as patents, utility models, copyrights and trademark rights, remain with us. The customer undertakes not to assert any rights to intellectual property or industrial property rights in the products or in modifications of the products.

2. We declare to the best of our knowledge and belief that the machines, systems and spare parts provided do not, at the time of signing the contract, infringe any intellectual property rights and/or industrial property rights of third parties that apply in the Federal Republic of Germany. If the delivery items nevertheless infringe such intellectual property rights and/or industrial property rights at the time of signing the contract, we may, at our option:

- obtain for the customer the right to continue using the delivery item,
- modify the delivery item in such a way that the infringement no longer exists,
- replace the delivery item so that no rights are infringed, or
- withdraw from the contract or part of the contract and refund the purchase price paid by

the customer, less a reasonable amount for any reduction in value that has occurred, with respect to the part of the delivery item by which rights are infringed. In this case, the delivery items must be returned to us concurrently against refund of the purchase price.

3. Any further liability of our company for infringement of intellectual property rights or industrial property rights of third parties is excluded except in cases of gross negligence or intent. In no case are we liable to third parties for claims based on infringement of intellectual property rights and/or industrial property rights if the claims are connected with illustrations, drawings, catalogs, specifications or other materials supplied to us by the customer or on the customer's behalf.

4. Subject to the foregoing limitations of liability, we shall defend the customer against any claims derived from an infringement of an industrial property right, copyright and/or other protective rights through contractual use of our products and shall assume costs and damage amounts imposed on the customer, provided that the customer has notified us of such claims in writing and without delay and that all defense measures and settlement negotiations remain reserved to us.

5. All information and documents delivered by us to the customer remain our property and may not be copied by the customer, disclosed to third parties or used other than for the agreed purposes. At our request, the customer must return to us drawings and other documents belonging to offers.

6. If we have delivered items according to drawings, models, samples or other documents handed over by the customer, the customer warrants that third-party rights are not infringed. If third parties prohibit us, invoking protective rights, in particular from manufacturing and delivering such items, we are entitled, without being obliged to examine the legal situation, to cease any further activity in this respect and, if the customer is at fault, to demand damages. The customer also undertakes to indemnify us immediately against all related claims of third parties.

§ 16 Exclusion of Further Liability

1. Any further liability for damages beyond that provided in detail in the foregoing terms is excluded, irrespective of the legal nature of the claim asserted. This applies in particular to claims for damages arising from fault upon conclusion of contract, due to other breaches of duty or due to tort claims for compensation of property damage pursuant to § 823 BGB. In the case of a claim for damages arising from fault upon conclusion of contract, the foregoing exclusion of liability, as a result of the claim already having arisen upon conclusion of the contract, is equivalent to a subsequent waiver of liability. Furthermore, we are not liable if the customer is held liable under provisions of industrial property protection law.

2. The limitation under § 16.1 shall also apply insofar as the customer demands reimbursement of futile expenses instead of a claim for compensation of damage in lieu of performance.

3. Insofar as liability for damages towards us is excluded or limited, this also applies with regard to personal liability for damages of our salaried

employees and workers, staff representatives and vicarious agents.

§ 17 Use of Data

The data transmitted by you will be stored for the purpose of contract performance. All data will be treated confidentially in accordance with statutory provisions, for example the General Data Protection Regulation, the Telemedia Act and the Federal Data Protection Act.

1. We store the data transmitted by you for the purpose of fulfilling the contract, for example to deliverers.

2. You consent that we collect, store and process your personal data for maintaining customer relationships in accordance with the Federal Data Protection Act, the Telemedia Act and the General Data Protection Regulation.

3. The legal basis for processing is Article 6 paragraph 1 sentence 1 letters a), b) and f) of the General Data Protection Regulation.

4. During data processing, your legitimate interests are always taken into account in accordance with statutory provisions.

5. The data will be stored for the duration of the business contact between us and you, which also includes newsletter dispatch, or, if applicable, in accordance with the principles for the proper keeping and retention of books, records and documents in electronic form as well as for data access (GoBD).

6. You have the right:

6.1 to withdraw your consent once given to us at any time. This has the consequence that we may

no longer continue for the future the data processing that was based on this consent;

6.2 to request free information about your personal data processed by us;

6.3 to request without delay and free of charge the rectification of incorrect personal data stored by us or the completion of such data;

6.4 to request, in accordance with statutory provisions, the erasure or restriction of processing of your personal data stored by us;

6.5 to receive your personal data that you have provided to us in a structured, commonly used and machine-readable format or to request transmission to another controller; and

6.6 to lodge a complaint with a supervisory authority pursuant to Article 77 GDPR.

7. Responsible for the collection, storage and processing of personal data is: Avermann Precast Technology GmbH, management Felix von Limburg and Stefan Wittek, Sudenburger Wuhne 60, 39116 Magdeburg, telephone: +49 391 7352 0, e-mail: info@avermann-precast.com.

8. Our data protection officer can be reached at d.mertens@qm-leben.de.

9. Parts of the declaration are not binding if they constitute a violation of the General Data Protection Regulation.

10. Performance of the contract is not dependent on consent to the processing of personal data that is not necessary for performance of the contract.

11. The customer has the right to withdraw consent at any time. The withdrawal may be declared to us in the form in which the customer gave the consent. Withdrawal of consent does not affect the lawfulness of processing carried out on the basis of consent up to the withdrawal.

§ 18 Place of Performance – Jurisdiction – Choice of Law

1. The place of performance for all obligations arising from the business relationship is 49078 Osnabrück, Federal Republic of Germany.
2. The place of payment for all obligations arising from the business relationship is 39116 Magdeburg, Federal Republic of Germany.
3. The exclusive place of jurisdiction for both parties is 39116 Magdeburg if the customer is a merchant, a legal person under public law or a special fund under public law. We have the right also to bring an action before the court having jurisdiction for the customer or before any other court that may have jurisdiction under national or international law.
4. The customer is not permitted to transfer any guarantees or warranty rights, licenses or other rights granted to it within the contractual relationship with us unless we have consented to a transfer in writing.
5. German law shall apply exclusively. Application of the uniform UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

Avermann Precast Technology GmbH

Sudenburger Wuhne 60

D-39116 Magdeburg

T +49 391 7352 0

Operating site:

Lengericher Landstraße 35

D-49078 Osnabrück

T +49 5405 505 0

Managing Directors

Felix von Limburg

Stefan Wittek

Commercial Register

HRB 37335 (Local Court of Stendal)

Tax No. 201/5790/4472

Deutsche Bank AG

IBAN DE95 8107 0000 0159 1429 00

BIC DEUTDE8MXXX

Qonto (QONTO SA)

IBAN DE52 1001 0123 9124 5323 64

BIC QNTODEB2XXX