

General Terms and Conditions of Sale and Delivery

No. 01/2026 of GenSys GmbH (hereinafter "GenSys")

Introduction / Applicability

(1) These General Terms and Conditions of Sale and Delivery ("AVLB") apply to all contracts for supplies and services between GenSys and its customers. They apply exclusively to entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter each referred to as the "Customer").

(2) Conflicting, deviating or supplementary terms and conditions of the Customer shall not become part of the contract, even if GenSys does not expressly object to them. They shall apply only if GenSys expressly consents to their applicability in text form for the respective contract.

(3) These AVLB shall also apply if GenSys makes deliveries or performs services without reservation while being aware of deviating terms and conditions of the Customer.

(4) Individual agreements (including ancillary agreements, additions and amendments) take precedence over these AVLB. Text form is sufficient for their conclusion.

(5) These AVLB shall also apply to all future transactions with the Customer in the version valid at the time the respective contract is concluded.

Section 1 Offer and Conclusion of Contract

(1) Our offers are subject to change and non-binding. All agreements shall become effective only upon our confirmation in text form. We reserve the right to make changes insofar as these are reasonable for the Customer. If an order qualifies as an offer pursuant to section 145 BGB, we may accept it within two weeks.

(2) We retain ownership rights and copyright in all documents provided to the Customer in connection with the placement of an order, such as calculations, drawings, etc. These documents must not be made accessible to third parties unless we give the Customer our express consent in text form. If we do not accept the Customer's offer within 14 days, these documents must be returned to us without undue delay; documents provided electronically must be deleted upon request.

Section 2 Prices and Payments

(1) Unless otherwise agreed in text form, our prices are ex works, plus packaging, shipping, insurance and value added tax at the statutory rate. Packaging, shipping and insurance costs shall be invoiced separately.

(2) Costs arising from order changes initiated by the Customer (in particular costs of modification, testing, setup and downtime) shall be borne by the Customer.

(3) If deliveries or services are provided four months or more after conclusion of the contract, we shall be entitled to adjust the price appropriately if labour, material, energy, transport or distribution costs demonstrably change and these changes affect our pricing calculation. Upon request, we shall explain the reasons for the price adjustment in a comprehensible manner. If the total price adjustment exceeds 5%, the Customer shall be entitled to withdraw from the contract in respect of the part of the performance not yet fulfilled within 14 days of notification of the price adjustment.

(4) For contract processing orders, the value of scrap, swarf and other waste is included in the processing price unless otherwise agreed.

(5) Agreed prices are not binding for subsequent orders.

(6) Unless otherwise agreed, the purchase price is due for payment within 10 days of receipt of the invoice. Any deduction of a cash discount requires a separate agreement in text form. The Customer shall have a right of set-off only if its counterclaims have been established by a final court judgment, are undisputed or have been acknowledged by us. The Customer shall be entitled to exercise a right of retention only insofar as its counterclaim arises from the same contractual relationship. Invoices may be transmitted electronically, in particular as electronic invoices (e-invoices); the Customer shall ensure their receipt and processing.

(7) Bills of exchange and cheques shall be accepted only on account of performance, only by separate agreement, without any guarantee in respect of protest, and only if they are eligible for discounting. The Customer shall bear all expenses arising in connection with them. Credits shall be made subject to receipt of payment, less all expenses, with the value date being the day on which we can finally dispose of the proceeds.

(8) In the event of default in payment, we shall be entitled to charge default interest pursuant to section 288 BGB. We may also claim the lump-sum compensation for recovery costs pursuant to section 288(5) BGB, provided the statutory requirements are met. We reserve the right to claim compensation for further loss caused by the default.

(9) Our claims shall become immediately due if agreed payment terms are not complied with or if we become aware of circumstances that are liable to impair the Customer's creditworthiness. In that event, we shall be entitled to make outstanding deliveries and perform outstanding services only against advance payment or the provision of security. If the advance payment or security is not provided within two weeks, we shall be entitled, following the unsuccessful expiry of that period, to withdraw from the contract and/or claim damages in accordance with the statutory provisions.

(10) The Customer consents to the offsetting of its claims against and liabilities to us. If claims or liabilities have different due dates, settlement shall take account of their respective value dates.

Section 3 Delivery Periods

(1) Delivery periods commence on the date of our order confirmation, but not before all order details have been fully clarified, all documents, releases or approvals to be obtained by the Customer are available and, where agreed, a down payment has been received. Delivery periods are met if the goods have left our works or the Customer has been notified that they are ready for dispatch by the end of the delivery period. Delivery periods shall be extended appropriately if the Customer fails to comply with its duties to cooperate or initiates subsequent changes to the order; our overall planning shall also be taken into account.

(2) If the Customer defaults in accepting delivery or culpably breaches other duties to cooperate, we shall be entitled to compensation for the resulting loss, including any additional expenses (e.g. storage and transport costs); further claims remain reserved. In that event, the risk of accidental loss or accidental deterioration of the goods shall pass to the Customer upon the commencement of its default in acceptance.

(3) Delivery periods are subject to correct and timely delivery to us by our suppliers. This shall apply only if we are not responsible for the failure of supply, in particular where we have concluded a corresponding procurement contract with the supplier to cover our obligations. We shall inform the Customer of the unavailability without undue delay. If supply to us definitively fails or is delayed for more than a temporary period, we shall be entitled to withdraw from the contract in respect of the part not yet fulfilled; any consideration already provided shall be refunded.

(4) We shall be entitled to make partial deliveries and perform partial services insofar as this is reasonable for the Customer. Partial deliveries may be invoiced separately.

Section 4 Quality and Quantity

(1) Material composition, quality and dimensions shall be determined by the agreed specifications, the applicable EN and DIN standards or the material data sheets. Deviating or foreign standards shall apply only if agreed in text form for the respective contract.

(2) Variations in dimensions and quantities customary in the industry are permissible. Weight-based invoicing may be based on the theoretical weight determined using recognised standards and tables unless actual weighing has been expressly agreed.

Section 5 Dispatch and Transfer of Risk

(1) Delivery shall be FCA Wismar (Incoterms 2020), unless the order confirmation expressly provides otherwise.

(2) Risk shall pass to the Customer upon handover of the goods to a forwarding agent or carrier, and no later than when the goods leave our works. This shall also apply if we exceptionally bear transport costs or delivery "free destination" is agreed, unless a different allocation of risk has been expressly agreed.

(3) If the goods are ready for dispatch and dispatch or acceptance is delayed for reasons for which we are not responsible, risk shall pass to the Customer upon receipt of the notification that the goods are ready for dispatch.

(4) The Customer must accept defective goods without prejudice to its rights.

(5) Packaging shall be taken back in accordance with the statutory provisions applicable at the time, in particular the German Packaging Act (VerpackG). Packaging that is soiled and has not been sorted by material shall be taken back only against reimbursement of costs.

Section 6 Retention of Title and its Special Forms

(1) All goods supplied shall remain our property until all claims arising from the business relationship have been satisfied (goods subject to retention of title). This shall also apply if payments are made against specifically designated claims. Where a current account is maintained, the retained title shall secure our claim to the balance. If the Customer acts in breach of contract, in particular by defaulting in payment, we shall be entitled to take back the goods supplied. Our taking back the goods shall constitute withdrawal from the contract insofar as we expressly declare this. After taking back the goods, we shall be entitled to realise their value; the proceeds shall be credited against the liabilities after deduction of reasonable realisation costs.

(2) Processing or transformation of goods subject to retention of title shall be carried out for us as manufacturer within the meaning of section 950 BGB, without imposing obligations on us. The processed goods shall be deemed goods subject to retention of title. If goods subject to retention of title are combined or mixed with other goods, we shall acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. If our ownership ceases as a result of combining or mixing, the Customer hereby transfers to us its ownership rights in the new stock or item to the extent of the invoice value of the goods subject to retention of title. The Customer shall hold them in safe custody for us free of charge. The resulting co-ownership rights shall be treated as goods subject to retention of title.

(3) The Customer is obliged to hold the goods subject to retention of title that belong to us in safe custody with due care and to insure them adequately. It may sell goods subject to retention of title only in the ordinary course of business and in compliance with our payment terms. The claims arising from resale are hereby assigned to us to the extent to which we are entitled. We accept this assignment. Where goods in which we hold co-ownership interests are

sold, the assignment shall apply to the extent of those interests.

(4) On each resale, the Customer must reserve title to the goods subject to retention of title vis-a-vis its customer on the same terms as those on which we reserve title when supplying the goods. Any other disposal of goods subject to retention of title is prohibited. We must be notified without undue delay of attachments or other third-party interference with the goods subject to retention of title. All costs of intervention shall be borne by the Customer insofar as they cannot be recovered from the third party and the third-party objection action against enforcement was rightfully brought.

(5) The Customer is authorised to collect the claims assigned to us until we revoke this authorisation. We shall be entitled to revoke it if the Customer fails to meet its obligations to us or if we become aware of circumstances that significantly impair its creditworthiness. Upon our request, the Customer is obliged to inform its customers of the assignment without undue delay and provide us with the information and documents necessary for collection.

(6) If the total nominal value of the existing security exceeds the secured claims by more than 10%, we shall be obliged, upon the Customer's request, to release security to that extent.

(7) Any claims that the Customer has against insurers or other third parties as a result of damage, diminution in value, loss or destruction of goods subject to retention of title, or for other reasons, are also hereby assigned to us to the extent to which we are entitled. We accept this assignment.

Section 7 Notification of Defects and Warranty

(1) Claims by the Customer in respect of defects require the Customer to inspect the delivered goods for completeness and conformity in the ordinary course of business without undue delay after delivery or arrival at the destination, even if samples or specimens have previously been supplied, and to notify us of apparent defects without undue delay (section 377 of the German Commercial Code (HGB)). The goods shall be deemed approved if a notification of defects in text form is not received by us within 14 calendar days of delivery at the latest or, where the defect could not be identified by a proper inspection, if it is not notified in text form within 7 calendar days of discovery at the latest. Variations customary in the industry, technically unavoidable or agreed (in particular within applicable standard, works or specification tolerances) do not constitute a material defect. For goods sold as "second grade"/B-grade goods, claims in respect of defects exist only for defects that were neither specified as the reason for the second-grade classification nor apparent upon handover.

(2) The Customer is obliged to give us the opportunity to verify the alleged defect without undue delay, in particular by sending us the goods complained of or samples thereof for inspection without undue delay upon request, or by otherwise making them available to us. The Customer must

give us the time and opportunity required to examine and, where applicable, fulfil our warranty obligations.

(3) No claims in respect of defects shall exist in the event of only insignificant deviations from the agreed quality or only insignificant impairment of usability, natural wear and tear, or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, improper installation/commissioning, defective construction work, unsuitable building ground or special external influences not contemplated by the contract. If the Customer or third parties carry out improper repairs or modifications, no claims in respect of defects shall exist in respect of these or the resulting consequences either.

(4) In the event of a justified notification of defects, we shall be obliged, at our option, to provide subsequent performance by remedying the defect or supplying a replacement. We shall bear the expenses necessary for subsequent performance in accordance with the statutory provisions; additional expenses arising because the goods are taken to a place other than the place of performance shall be borne by the Customer, unless such relocation is consistent with the intended use and was foreseeable to us at the time the contract was concluded. If subsequent performance fails, is refused by us or is unreasonable for the Customer, the Customer may, subject to the statutory requirements, demand a price reduction or withdraw from the contract in respect of the defective part. Where required by law, we must first be granted a reasonable period for subsequent performance; whether such a period is dispensable shall be determined by the statutory provisions.

(5) For all other claims for damages or reimbursement of expenses to which the Customer is entitled due to or in connection with defects in the goods supplied, irrespective of their legal basis, we shall be liable only in accordance with section 8. Warranty claims shall become time-barred 12 months after delivery of the goods to the Customer or to the delivery location designated by it. This shall not apply insofar as longer limitation periods are mandatory by law (in particular for buildings and items that have been used for a building in accordance with their usual purpose and have caused its defectiveness), or insofar as claims under section 8 are concerned.

(6) Warranty claims based on fraudulent concealment of a defect or an express guarantee (e.g. a quality or durability guarantee) shall be governed exclusively by the statutory provisions.

(7) If the ultimate purchaser of the goods is a consumer and the last contract in the supply chain is a consumer goods sale (section 474 BGB), the Customer shall have rights of recourse in accordance with the statutory provisions, in particular sections 445a, 445b and 478 BGB. Section 377 HGB remains unaffected.

Section 8 Exclusion and Limitation of Liability for Damages and Reimbursement of Expenses

(1) We shall be liable for the Customer's claims for damages and reimbursement of expenses, irrespective of their legal basis (in particular breach of duty, tort or producer liability), in accordance with the following provisions. Liability under the German Product Liability Act remains unaffected. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our statutory representatives, salaried employees, workers, other staff and persons used to perform our obligations.

(2) We shall be liable without limitation for intent and gross negligence and for culpable injury to life, body or health. Claims arising from fraudulent concealment of a defect and from a guarantee assumed by us (e.g. a quality or durability guarantee) remain unaffected.

(3) In the event of a slightly negligent breach of a material contractual obligation (cardinal obligation), the fulfilment of which is essential to the proper performance of the contract and on compliance with which the Customer may regularly rely, our liability shall be limited in amount to the foreseeable loss typical of the contract. In all other cases, liability for slight negligence is excluded.

(4) Strict liability is excluded unless mandatory statutory provisions provide otherwise. The statutory liability rules shall apply to damage resulting from injury to life, body or health, in the event of intent or gross negligence and in the cases specified in paragraph (2).

(5) All of the Customer's claims for damages and reimbursement of expenses shall become time-barred within one year from the statutory commencement of the limitation period. This shall not apply in the event of intent or gross negligence, in the cases specified in paragraph (2), to claims under the German Product Liability Act or to claims arising from a defect in a building or in an item that has been used for a building in accordance with its usual purpose and has caused its defectiveness; in these cases, the statutory limitation periods shall apply. Where the ultimate purchaser is a consumer, the statutory provisions shall apply to limitation periods in connection with statutory recourse.

(6) The provisions of this section 8 shall also apply for the benefit of our statutory representatives, salaried employees, workers, other staff and persons used to perform our obligations.

Section 9 Special Provisions

(1) If manufacture is based on the Customer's drawings, samples or other instructions, we assume no warranty or liability for the functional suitability of the product or for defects insofar as these are attributable to the Customer's instructions and insofar as this is legally permissible. In particular, claims under section 8 and mandatory statutory grounds of liability remain unaffected.

(2) The Customer shall indemnify us against any third-party claims, including product liability claims, against us for damage caused by the goods insofar as the claims are based on the Customer's drawings, samples or other instructions. This shall not apply insofar as we have caused the damage intentionally or through gross negligence, or insofar as mandatory statutory grounds of liability provide otherwise. The Customer shall also bear the reasonable costs of legal defence as part of the indemnity.

Section 10 Jurisdiction and Applicable Law

(1) The place of performance for all obligations arising from the contractual relationship shall be Wismar unless mandatory statutory provisions provide otherwise. The place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Wismar insofar as legally permissible. However, we shall also be entitled to bring proceedings against the Customer at its general place of jurisdiction.

(2) All legal relationships between us and the Customer shall be governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German private international law (conflict-of-laws rules).

Section 11 Interpretation

(1) If we provide the Customer with an English translation of these AVLB in addition to the German version, the German version alone shall prevail in the event of doubts concerning interpretation or application and in the event of discrepancies between the German and English versions.