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Terms and Conditions

Version 10/2026

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1. Scope of Application

a. These General Terms and Conditions apply to supply contracts between HIS Technology GmbH, Siemensstraße 4, 64760 Oberzent, Germany (hereinafter "HIS"), and traders within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter "the Customer"). They do not apply to consumers.

b. Any terms and conditions of the Customer that differ from, conflict with or supplement these terms and conditions shall only form part of the contract if HIS expressly agrees to their validity. This also applies to references to third-party terms and conditions and where HIS makes deliveries without reservation whilst being aware of such terms and conditions.

c. Individual contractual agreements shall always take precedence. These General Terms and Conditions shall apply to future transactions of a similar nature in the version agreed upon at the time of their incorporation. A new version shall not become part of existing contracts merely by virtue of its publication.

d. Notices under these General Terms and Conditions may be in text form (including by email), unless a stricter form is required by law. The primacy of individual agreements, including verbal ones, remains unaffected.

2. Contracting party

a. The contracting parties are HIS and the customer, who places the order in their own name or is validly represented. An order placed on behalf of a third party requires disclosure of the agency relationship.

b. Companies within the HIS Group do not become contractual partners merely by being named in documents or on websites. These General Terms and Conditions do not exclude any mandatory statutory claims that third parties may have.

3. Information and technical advice

a. General information and recommendations are based on the details provided at the time. To enable a reliable technical assessment, the customer must, in particular, provide complete and accurate details of the operating conditions, technical requirements, quantities and delivery requirements.

b. Fitness for a particular purpose or a guarantee is owed only if expressly agreed or otherwise validly assumed. Agreed obligations to provide advice and information, as well as liability under clause 15, remain unaffected.

4. Offers and Quality

a. Offers are subject to change unless HIS expressly states that they are binding. In the case of binding offers, the specified acceptance period shall apply. Late acceptance shall be deemed a new offer by the customer.

b. The agreed quality and the agreed intended use shall be decisive. Any data sheets incorporated into the contract shall apply in the version in force at the time the contract is concluded. An approved initial sample specifies the agreed quality; any further express agreements shall remain in force.

c. Technical changes made after the contract has been concluded require the Customer's consent if they affect the agreed quality or intended use. Statutory requirements regarding freedom from defects remain unaffected.

d. We reserve the right to sell the goods to a third party and to carry out a credit check only prior to the conclusion of the contract. Once the contract has been concluded, Clause 12 shall apply to procurement from its own suppliers and Clause 7 to security deposits. Errors in declaration shall be dealt with in accordance with statutory provisions.

e. The customer shall check that the goods are suitable for their intended use, insofar as this check falls within their area of responsibility. HIS remains responsible for ensuring that the goods it is obliged to supply are in accordance with the contract and comply with the law.

5. Conclusion of the contract and order confirmation

a. By placing an order, the customer makes a binding offer to enter into a contract. HIS accepts this offer by issuing a order confirmation in text form or by delivering the goods ordered. In the case of an expressly binding offer from HIS, the contract is concluded upon its acceptance within the specified time limit.

b. If the order confirmation differs from the order, it shall be deemed a new offer requiring the customer's acceptance. Silence alone shall not be deemed to constitute consent. The statutory principles governing commercial letters of confirmation remain unaffected.

c. The content of the contract comprises the agreements reached and the General Terms and Conditions that have been validly incorporated. In the event of acceptance by delivery, no additional terms and conditions notified by HIS only after the contract has been concluded shall apply.

6. Changes to orders and cancellations

a. Any amendments to a concluded contract require the agreement of the parties. HIS shall confirm agreed amendments and their impact on price and delivery time in writing. An amendment does not automatically render an agreed delivery date void.

b. There is no discretionary contractual right of cancellation for sales contracts. Statutory rights of withdrawal, termination and other rights to terminate the contract remain unaffected. Where the law governing contracts for work and services applies to individual services, the statutory rights of termination under that law also remain unaffected.

c. Terminations of contract by mutual consent and their financial implications shall be agreed separately. In the event of statutory claims for remuneration or damages, any expenses saved and any income received from other sources shall be set off in accordance with the statutory provisions.

7. Prices, costs and terms of payment

a. The agreed net prices shall apply, plus any value-added tax payable by law. Unless otherwise agreed, delivery shall be ex works or ex warehouse as specified in the quotation. Packaging, freight, insurance and other ancillary costs shall be charged separately only to the extent agreed before the contract was concluded.

b. Payment in advance or a documentary letter of credit shall only be required if this has been agreed prior to the conclusion of the contract. In the case of new customers, HIS may make acceptance of the order conditional upon such an agreement. The requirements, costs and due date of a letter of credit must be specified prior to the conclusion of the contract.

c. Invoices are payable in full upon receipt and delivery, unless other payment terms have been agreed. Where payment in advance has been agreed, the due date specified therein shall apply. In the absence of specific payment terms, default shall occur no later than 21 calendar days after the due date and receipt of the invoice, provided that the customer is responsible for the non-payment. This shall not affect any earlier statutory commencement of default.

d. In the event of late payment, the statutory interest on arrears of nine percentage points above the base rate shall apply, as well as the statutory flat-rate charge of EUR 40. Any further claims and the the statutory crediting of the flat-rate amount of the flat-rate charge remain unaffected.

e. If, after the conclusion of the contract, it becomes apparent that the claim for payment is at risk due to the Customer's inability to pay, HIS shall be entitled to the rights set out in Section 321 of the German Civil Code (BGB). The mere reduction of a credit insurance limit does not, in itself, constitute such a risk.

f. Where the agreed delivery period exceeds four months, HIS may only pass on unforeseeable changes to government duties or levies on the goods in question, which take effect after the conclusion of the contract,

to the extent of the proven net additional costs. Cost reductions must be passed on accordingly; any offsetting changes in costs must be taken into account. Any increase in the profit margin is excluded.

g. HIS shall explain the reason for and calculation of any such adjustment in writing prior to the delivery in question and shall provide verifiable evidence. In the event of an increase, the customer may withdraw from the relevant part of the contract that has not yet been fulfilled within 14 calendar days of receiving the full notification; until the expiry of this period, delivery of that part shall only take place with the customer's consent. Any advance payments shall be refunded without delay in this respect. This does not give rise to a separate right of cancellation on the part of HIS.

7.1. Pricing for cables and wires

a. Metal costs may be agreed as part of a total price or as a separate metal surcharge. An additional metal surcharge is only payable if its calculation was clearly agreed prior to the conclusion of the contract. The mere fact that it is shown separately on the invoice does not give rise to any additional claim for payment.

b. Where copper is invoiced separately, a copper base price of 150 EUR per 100 kg shall apply, provided this has been agreed and is stated in the quotation; for underground cables, the copper base is EUR 0 per 100 kg for underground cables, and for telephone cables, 100 EUR per 100 kg. The relevant product classification must be specified in the quotation.

c. Where metal is calculated on a variable basis, the quotation must specify the type of metal, the metal weight per billing unit, the metal base included, the specific LME quotation or other price source, the relevant reference date and the alternative reference date for days on which no quotation is available. In the case of foreign currencies, the source of the exchange rate, the time at which the rate was quoted and the direction of conversion must also be specified.

d. A cathode surcharge must be specified as a fixed amount or based on a clearly identified, verifiable source. Sourcing and procurement costs of 1.0 per cent shall only be charged on the basis of calculation expressly specified prior to the conclusion of the contract. Vague 'market-standard' surcharges or price sources unilaterally selected retrospectively shall not be charged.

e. The calculation must be clearly shown on the invoice. Reductions in metal prices are treated in the same way as increases, in accordance with the agreed calculation method. Other metals are invoiced only in accordance with a specific agreement.

f. In the absence of a comprehensive agreement on a variable pricing structure, the agreed total price shall apply. If no total price has been specified, a comprehensive fixed price or a comprehensive pricing agreement must be reached prior to acceptance of the order; this clause does not confer any unilateral right to determine the price.

7.2. Minimum order value and surcharges

a. HIS may refuse orders with a net value of goods below 150 EUR. If HIS accepts such an order, a minimum quantity surcharge shall only apply if the amount of such a surcharge was expressly agreed prior to the conclusion of the contract.

7.3. Freight and delivery charges

a. The method of delivery, place of delivery and the carriage and delivery charges to be borne by the customer are set out in the contract. This also applies to international deliveries and any agreed transport insurance. Mandatory public-law tax obligations remain unaffected.

b. Incoterms apply only if a specific clause has been agreed, stating the designated place and the version, for example Incoterms® 2020. In all other respects, the transfer of risk is governed by Clause 13.

7.4. Packaging and load carriers

a. The charges for, or the provision on loan of, packaging and load-bearing equipment shall be agreed prior to

the conclusion of the contract. Euro-pallets shall only be supplied on an exchange basis where an exchange procedure has been agreed; return deadlines and any fees shall be specified separately.

b. Statutory obligations regarding take-back, information provision and recycling remain in force even in the case of single-use packaging for which a charge has been levied. The fact that a charge has been levied does not preclude a statutory obligation to take back the packaging.

8. Delivery quantities and partial deliveries

a. The agreed quantities shall be delivered. Any excess or shortfall in quantity due to production circumstances is only permissible if a specific tolerance was agreed prior to the conclusion of the contract; in such cases, the quantity actually delivered shall be invoiced.

b. Partial deliveries are permitted provided that they are usable by the customer for the purposes of the contract, the remaining delivery is guaranteed, and the customer does not incur any significant disadvantages or additional costs, unless HIS bears these costs. Agreed total delivery quantities remain binding.

9. Voluntary return of goods free from defects

a. There is no general right to return goods that are free from defects. Statutory rights relating to defects, rights of withdrawal and obligations to take back goods remain unaffected.

b. A voluntary return requires prior agreement. HIS and the customer shall agree on the return, inspection, costs and valuation criteria. Following an inspection of the quantity, age and condition, HIS shall submit a return offer, provided that the return price has not already been determined.

c. If the offer is accepted, the agreed amount will be credited or refunded. If the offer is rejected, the Customer must collect the goods upon request within a reasonable period of at least one month. HIS may claim reimbursement of any necessary storage costs in accordance with statutory provisions. The goods may only be sold or disposed of with the owner's consent or on a statutory basis; there is no unrestricted right to scrap them.

10. Refusal to perform and set-off

a. The customer's statutory rights to refuse performance and to withhold performance shall remain in force. Where an obligation to perform in advance has been validly agreed, Section 320 of the German Civil Code (BGB) shall apply; rights arising from a risk to the consideration, in particular under Section 321 of the German Civil Code (BGB), shall remain unaffected.

b. The customer may set off any claims that are undisputed, have been legally established or are ready for a decision. This also applies to counter-claims arising from the same contractual relationship, in particular those relating to defects, without the aforementioned restrictions.

11. Retention of title and rights to documents and tools

a. HIS retains title to the goods delivered until the relevant purchase price has been paid in full. The customer must treat the goods subject to retention of title with due care and must inform HIS immediately of any third-party interference with or claims against the goods, as well as draw third parties' attention to HIS's ownership.

b. The Customer may sell and process the goods subject to retention of title in the ordinary course of business. Pledging and transfer of ownership by way of security are not permitted. In the event of default on payment, HIS may revoke the authorisation to sell and process the goods following the expiry of a reasonable payment period without result; mandatory insolvency law remains unaffected.

c. The Customer hereby assigns to HIS, with immediate effect, the claims arising from any resale, to the extent of the outstanding invoice value of the respective goods subject to retention of title; HIS accepts this

assignment. The Customer remains authorised to collect such claims. HIS may revoke this authorisation to collect claims only where there is a legitimate interest in securing payment, in particular in the event of significant delay in payment, and may request the information necessary for collection.

d. Processing is carried out on behalf of HIS as the manufacturer, without imposing any obligation on HIS. Where processing involves third-party items, HIS acquires co-ownership in the proportion of the invoice value of its goods to the value of the other processed items at the time of processing. In the event of combination or mixing, the statutory provisions shall apply; insofar as the customer acquires sole ownership, they hereby transfer to HIS the corresponding proportionate co-ownership. HIS accepts this transfer.

e. Upon request, HIS shall release collateral of its own choosing, provided that its realisable value exceeds the secured outstanding claims by more than 10 per cent. Goods subject to retention of title shall only be taken back in accordance with the statutory requirements, generally following withdrawal from the contract. These General Terms and Conditions do not give rise to any personal liability on the part of legal representatives.

f. HIS or the respective rights holder retains all existing ownership and intellectual property rights in any drawings, samples and documents provided. The customer is granted the rights of use necessary for the agreed performance of the contract. Any further use or disclosure requires a separate agreement.

g. Tools that have been specially manufactured or procured remain the property of HIS, unless a transfer of ownership has been agreed. A contribution towards tool costs does not in itself constitute a transfer of ownership. Any agreement to the contrary, as well as any rights to tools already owned by the customer, remain unaffected.

12. Delivery times and delays in delivery

a. The agreed delivery dates and delivery periods shall apply. Any dates described as ‘approx.’ are estimated dates; they do not suspend the due date indefinitely. If no date has been agreed, the time for performance shall be determined in accordance with Section 271 of the German Civil Code (BGB), taking into account the agreed service.

b. A delivery period is subject to the timely clarification of the technical specifications to be provided by the customer and the receipt of any agreed advance payments. If the customer’s required cooperation is delayed, the delivery period shall be extended only by the duration of the resulting delay, plus a reasonable restart period. HIS shall inform the customer of this without delay.

c. Where delivery by carrier has been agreed, the timely handover to the carrier is decisive for meeting the delivery deadline, provided no arrival date has been agreed. In the case of collection, the goods must be made available and the customer notified in accordance with the contract. Any different delivery arrangements and agreed Incoterms take precedence.

d. The occurrence of a delay in delivery and the Customer’s rights are governed by the statutory provisions. A formal notice of default is not required where the law does not require one, in particular where the performance date is fixed by a binding calendar date. Compensation for damages is governed by Clause 15.

e. A self-supply reservation applies only if HIS has entered into a corresponding procurement transaction covering the agreed delivery in good time, but the supplier nevertheless fails to deliver in accordance with the contract and HIS is not responsible for this. HIS shall inform the customer without delay of the lack of availability and the expected duration of the shortfall.

f. If, despite reasonable efforts to procure the goods, they remain permanently unavailable, HIS may withdraw from the contract in respect of the affected, as yet unfulfilled part thereof. Any payments made in this regard shall be refunded without delay. A mere increase in the cost of procurement is not sufficient. The Customer’s statutory rights and HIS’s liability under clause 15 remain unaffected.

g. In the event of force majeure, clause 19 shall apply in addition. The right to make partial deliveries is governed exclusively by clause 8.

13. Place of performance and transfer of risk

a. Unless otherwise agreed or unless the nature of the contractual relationship dictates otherwise, the place of performance for the delivery of goods shall be the HIS plant or warehouse specified in the contract, or, in the alternative, the registered office of HIS at 64760 Oberzent. Any assembly or other service undertaken separately shall be performed in accordance with its terms.

b. Where collection has been agreed, the risk of accidental loss or accidental deterioration shall pass to the customer upon handover. Where, at the customer's request, the goods are dispatched to another location, the risk shall pass to the Customer upon handover to the carrier in accordance with Section 447 of the German Civil Code (BGB), unless otherwise agreed.

c. The mere notification that goods are ready for dispatch does not, as a general rule, constitute fulfilment of all obligations to perform nor does it result in the transfer of risk. In the event of default in acceptance, the statutory provisions shall apply, in particular Section 300 of the German Civil Code (BGB).

d. Loading and unloading shall be governed by the agreed delivery terms. Where the Customer is responsible for unloading, they shall provide suitable facilities and qualified personnel in good time. Default of acceptance is subject to the statutory conditions.

e. Liability for defective packaging, the choice of carrier or any other breach of duty on the part of the supplier shall be governed by the statutory provisions and Clause 15. Agreed Incoterms shall take precedence over the supplementary provisions of this clause.

14. Rights in respect of defects

14.1. Quality, notification of defects and limitation periods

a. The absence of defects is governed by the contractual agreements and Section 434 of the German Civil Code (BGB). Agreed characteristics, intended uses, accessories and assembly and installation requirements remain binding. Data sheets and initial samples shall only supersede these requirements to the extent that a valid agreement has been reached.

b. Installation must be carried out professionally and in accordance with the relevant instructions and safety regulations. Qualified or authorised specialist personnel must be employed where this is prescribed or required by the nature of the work. In the event of any apparent safety-related uncertainties, HIS must be consulted prior to installation.

c. Incorrect assembly, use or modification shall only exclude claims for defects in so far as the defect in question is attributable thereto. The statutory provisions regarding the burden of proof and the burden of presentation remain unaffected. HIS shall remain liable for incorrect instructions for which it is responsible and for the agreed fitness for purpose.

d. If the purchase constitutes a commercial transaction for both parties, the obligations to inspect and give notice of defects set out in section 377 of the German Commercial Code (HGB) shall apply. The scope and nature of the inspection shall be determined by what is reasonable in the ordinary course of business, taking the goods into account. A full laboratory test or an inspection of every stage of processing is not required as a matter of course.

e. Visible defects must be reported immediately following the required inspection; hidden defects must be reported immediately upon their discovery. To meet the deadline, it is sufficient to dispatch the notification in good time. The notification should provide a clear description of the defect; the invoice number, item and quantity affected should be specified where available. The omission of any of these details does not automatically result in the loss of legal rights.

f. In the event of failure to give notice or late notice, the statutory consequences set out in section 377 of the German Commercial Code (HGB) shall apply. In the

event of fraudulent concealment of a defect, HIS may not invoke this provision. No equivalent deeming of acceptance shall be agreed for Customers to whom section 377 of the German Commercial Code (HGB) does not apply.

g. Claims for defects shall, as a general rule, become time-barred twelve months after delivery. With regard to claims for damages arising from defects, this shortened limitation period shall apply only within the scope of liability permitted under Clause 15; paragraph (h) remains unaffected.

h. The statutory limitation periods and provisions shall apply to buildings and to items used in accordance with their normal intended purpose in a building which have caused its defectiveness (Section 438(1)(2) of the German Civil Code (BGB)), as well as to legal defects under Section 438(1)(1) of the German Civil Code (BGB). This also applies in cases of fraudulent misrepresentation, a guarantee given in accordance with its terms, wilful misconduct, gross negligence, culpable injury to life, limb or health, and mandatory statutory liability. Statutory rights of recourse and the relevant time-limit provisions, in particular Sections 445a, 445b and 478 of the German Civil Code (BGB), shall not be restricted. Statutory provisions on the suspension and recommencement of limitation periods shall remain in force.

14.2. Technical review and collaboration

a. The customer shall provide HIS with the information required for inspection and rectification, as well as the goods in question. Where necessary and reasonable, the customer shall, following consultation, allow access to the installation site or provide suitable samples. Disproportionate interference or safety risks must be avoided.

b. HIS shall bear the necessary costs of any justified rectification in accordance with Clause 14.4. A failure to cooperate does not automatically result in the expiry of rights arising from defects. Insofar as such failure actually prevents inspection or remedial performance, HIS may defer these until the necessary cooperation has been provided; the consequences of any delay shall be governed by law.

14.3. Expert reports and arbitration reports

a. To resolve technical disputes, the parties may jointly appoint an independent expert with the relevant specialist knowledge. Unless otherwise agreed, the expert's opinion is not legally binding, and an expert report is not a prerequisite for bringing a case before the courts.

b. A binding expert-determination agreement requires a separate agreement to be drawn up after the dispute has arisen. This agreement must set out the terms of reference, the selection and independence of the expert determiner, the right to be heard, the allocation of costs and the time limits. The statutory limits on the binding effect, in particular those set out in Sections 317 to 319 of the German Civil Code (BGB), remain unaffected.

c. A statutory suspension of the limitation period does not automatically arise as a result of a technical inspection or assessment. Any necessary agreements regarding the limitation period must be concluded separately; a suspension that has already come into effect by operation of law remains in force.

14.4. Remedial performance and rescission

a. In the event of a defect, the customer is entitled to the statutory rights in respect of defects, subject to the permissible modifications expressly set out in these General Terms and Conditions. As a form of subsequent performance, the customer may, in principle, choose either the rectification of the defect or the delivery of a defect-free item. HIS may refuse the chosen form of subsequent performance subject to the statutory conditions, in particular Section 439(4) of the German Civil Code (BGB).

b. HIS shall bear the costs necessary for rectification, in particular transport, travel, labour and material costs. Necessary removal and reinstallation costs shall be reimbursed in accordance with the conditions set out

in Section 439(3) of the German Civil Code (BGB). These claims do not require HIS to be at fault.

c. Any obligation to remedy a defect shall not be made conditional upon a further payment of the purchase price. Should the customer wish to purchase additional goods on the basis of a separate order before the inspection has been completed, the parties may agree on a separate sale, expressly designated as such. This shall not affect the existing rights in respect of defects.

d. Replacement goods must comply with the contractual requirements. Replacement goods from a different manufacturer are permissible only if no manufacturer restriction has been agreed and all agreed technical, quality, approval-related and other requirements are met; otherwise, the Customer's consent is required.

e. The customer shall make the defective goods available for subsequent performance. In the event of a replacement delivery, HIS may demand the return of the goods in accordance with statutory provisions and shall take back the replaced item at its own expense. Returns or any necessary dismantling work shall be coordinated as far as is reasonable; this shall not affect cases of statutory urgency.

f. Credit notes, refunds, price reductions and rescission are governed by the relevant statutory or agreed entitlement. The mere fact that goods have not been returned does not give rise to a presumption that they are free from defects or that they continue to be used. Statutory obligations to return goods and their consequences remain unaffected.

14.5. Legal defects

a. HIS guarantees that, at the time of the passing of risk, the goods are free from third-party rights to the extent required by the contract. In the event of justified claims by third parties, HIS may, within the framework of statutory rectification, secure a right of use in accordance with the contract, or modify or replace the goods in such a way that the infringement ceases and the contract remains fulfilled.

b. HIS shall only be exempt from liability to the extent that the breach of law is attributable to specifications, modifications or unauthorised combinations for which the customer is responsible, and HIS has not itself breached any of its obligations. Agreed uses and combinations, as well as any recognisable duties to warn and advise, must still be taken into account.

c. The Customer shall inform HIS without delay of any claims asserted by third parties and shall assist in a coordinated legal defence to the extent reasonably required. A breach of this obligation shall not result in the blanket forfeiture of rights. Further rights in respect of defects and claims for damages under Clause 15 shall remain in force.

14.6. Failure of subsequent performance and other remedies for defects

a. Withdrawal from the contract and reduction of the purchase price are governed by statutory requirements. Where necessary, the customer must set HIS a reasonable period for subsequent performance. Setting a time limit is not required, in particular, in the event of a serious and definitive refusal, failure or unreasonableness of subsequent performance, as well as in the other cases provided for by law.

b. As a general rule, a rectification is deemed to have failed following an unsuccessful second attempt, unless the nature of the item, the nature of the defect or other circumstances indicate otherwise (Section 440 of the German Civil Code (BGB)). There is no entitlement to at least two attempts in all cases, irrespective of the individual circumstances.

c. In the case of a minor defect, the right to rescind the contract is excluded in accordance with the law; the right to a price reduction remains. The price reduction is determined in accordance with the ratio of the value of the goods free from defects to the actual value at the time the contract was concluded, in accordance with Section 441 of the German Civil Code (BGB). A reduction in value without any technical malfunction may also be taken into account.

d. In the case of partial deliveries, rights to withdraw from the contract and to claim damages in respect of the entire performance are governed by the statutory requirements. A partial delivery free from defects does not preclude rights in respect of the contract as a whole, provided that the statutory requirements for this are met.

14.7. No-fault claims

a. Compensation for damages is conditional upon liability arising from fault, unless the law, a validly assumed guarantee or a procurement risk provides for strict liability. Mandatory statutory liability, in particular under the Product Liability Act, remains unaffected.

b. Statutory claims for rectification, reimbursement of necessary costs incurred in rectifying the defect, repayment following withdrawal and reduction, as well as statutory rights of recourse, are not made contingent upon fault on the part of HIS.

c. Whether compensation is payable for loss of profit, loss of use or business interruption depends on the statutory requirements and Clause 15. These types of loss are not excluded solely on the basis of their description.

14.8. Reimbursement of wasted expenditure

a. Instead of damages in lieu of performance, the customer may, subject to the conditions set out in Section 284 of the German Civil Code (BGB), claim reimbursement of wasted expenditure. This covers expenditure which the customer was reasonably entitled to incur in the belief that the service would be provided, and the purpose of which would not have been frustrated even in the absence of the breach of duty.

b. These Terms and Conditions do not provide for a blanket exclusion prior to order confirmation, in the event of a reservation regarding the supplier's own supply, or following subsequent performance shall be agreed. The statutory requirements in each individual case and the liability provisions set out in clause 15 shall apply.

c. The reimbursement of necessary costs incurred in remedying the defect, including the costs of removal and reinstallation required by law under Section 439 of the German Civil Code (BGB), must be distinguished from compensation for wasted expenditure under Section 284 of the German Civil Code (BGB) and remains unaffected by this.

d. Compensation for the same loss may not be awarded twice. Any benefits to be taken into account and the duty to mitigate losses shall be determined in accordance with the statutory provisions.

14.9. Damages in lieu of performance

a. Damages in lieu of performance may be claimed subject to the statutory conditions, in particular Sections 280, 281 and 283 of the German Civil Code (BGB). A reasonable period for performance or subsequent performance shall only be set insofar as this is required by law. Statutory cases where such a period is not required remain unaffected.

b. When determining the deadline, the service to be provided, the necessary procurement or production times, and the customer's legitimate interests must be taken into account. There is no requirement for the deadline to be set out in writing or for the end date to be specified in calendar terms.

c. Compensable damages are not limited, as a matter of principle, to the additional cost of a replacement item from the same country of origin. The relevant factors are the statutory requirements, the duty to minimise loss and the liability provisions set out in clause 15.

14.10. Other breaches of duty

a. With regard to claims for damages arising from other breaches of duty, in particular delays or breaches of duties of care and advice, the statutory requirements and clause 15 shall apply.

b. Whether, and to what extent, HIS is liable for the conduct of a manufacturer, supplier or other third party is determined in accordance with the statutory provisions. HIS's own obligations regarding selection,

inspection, organisation, advice and procurement are not excluded by the involvement of third parties.

15. Liability

a. HIS shall be liable without limitation in cases of wilful misconduct and gross negligence, as well as in the event of culpable injury to life, limb or health. Liability under the Product Liability Act and other mandatory statutory liability provisions shall remain unaffected. In the event of fraudulent concealment of a defect, a guarantee given or a procurement risk assumed, the statutory provisions and the terms of the relevant undertaking shall apply.

b. In cases of ordinary negligence, HIS shall be liable for breaches of material contractual obligations. Material obligations are those the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer may reasonably rely. In such cases, liability shall be limited to the loss or damage typical of the contract and foreseeable at the time the contract was concluded.

c. Furthermore, liability for ordinary negligence is excluded. The cases referred to in paragraph (a) remain unaffected by this exclusion and the limitation set out in paragraph (b).

d. The provisions of this clause apply to contractual and non-contractual claims for damages, as well as to compensation for wasted expenditure. They also apply for the benefit of HIS's legal representatives, employees and vicarious agents. The statutory rules governing the attribution of third-party conduct remain unaffected.

e. These Terms and Conditions do not establish a fixed liability cap of EUR 100,000 or exclusion of liability on the grounds of failure to give notice of damage exceeding EUR 50,000 shall be agreed. Pursuant to Section 254 of the German Civil Code (BGB), the customer must give notice of any recognisable risk of unusually high damage and take reasonable measures to mitigate such damage.

f. Claims for loss of profit, loss of use, business interruption and justified claims by third parties shall be governed by the provisions set out above. Statutory rights in respect of defects and statutory claims for recourse against suppliers shall not be precluded by a blanket exclusion of financial losses.

g. Clause 14.1 applies to the limitation period for claims for damages arising from defects. For other claims for damages, the statutory limitation periods apply. No further reduction in the limitation period is agreed.

16. Framework agreements with an obligation to purchase

a. Binding purchase quantities, call-off periods, delivery times and prices are set out in the relevant framework agreement. Non-binding demand forecasts do not constitute a purchase obligation.

b. If a binding total quantity has been agreed but no call-off period has been specified, this quantity must be called off within twelve months of the conclusion of the framework agreement. HIS shall notify the customer in good time before the expiry date of any outstanding quantities. Agreed or statutory rights of termination remain unaffected.

c. If a call-off order due is not placed, HIS shall set a reasonable grace period. Once this period has elapsed without result, HIS may offer the outstanding goods specified in the contract for delivery, subject to reasonable notice, and may assert its statutory rights. The mere issuing of an invoice does not constitute a required offer of performance, nor does it fulfil the conditions for default of acceptance.

d. The purchase price shall only become due prior to delivery where an obligation to pay in advance has been validly agreed or on some other statutory basis. Any further claims for damages or reimbursement of expenses are subject to the statutory requirements.

17. Exports and export controls

a. Both parties shall comply with the export control, sanctions and embargo regulations binding upon them.

Foreign regulations, in particular those of the United States, shall apply only insofar as they are applicable to the transaction in question and their observance is not precluded by mandatory German or European law.

b. The customer shall provide HIS in good time with the information required for lawful performance of the contract regarding the consignee, end-user, country of destination and end-use, and shall notify HIS of any relevant changes. Each party remains responsible for the checks, authorisations and notifications required of it by law.

c. Where a transaction is subject to a statutory obligation to prohibit, by contractual means, re-export to Russia or Belarus or use in those countries, the Customer is prohibited from carrying out any direct or indirect export or re-export of the goods to Russia or Belarus, or for use in those countries. The Customer shall take measures, to the extent required by law and reasonable, to prevent circumvention by downstream customers and shall inform HIS immediately of any breaches or attempts at circumvention. Upon request, the Customer shall provide suitable evidence of compliance.

d. In the event of a material breach of paragraph (c), HIS may, subject to the statutory requirements, suspend the relevant deliveries and withdraw from the relevant part of the contract that has not yet been performed, or terminate the relevant continuing contractual relationship for good cause. Statutory claims for damages and statutory obligations to report to the authorities remain unaffected. A formal warning or a period for rectification is dispensable only to the extent permitted by law.

e. If the delivery is prevented by mandatory prohibitions or the lack of necessary authorisations, HIS may and must withhold the service in question to the extent required by law. HIS shall inform the customer to the extent permitted by law. Impossibility of performance, withdrawal, refunds and compensation for damages shall be governed by the statutory provisions; no blanket exclusion of liability shall be agreed.

f. In the event of a culpable breach of its own obligations, the customer shall be liable in accordance with the law. No blanket indemnification for fines or penalties imposed on HIS is agreed.

18. Take-back and disposal

a. The parties shall comply with the environmental and waste management obligations applicable to them. Particular attention must be paid to the ElektroG, Regulation (EU) 2023/1542 on batteries and the BattDG, as well as Regulation (EU) 2025/40 on packaging and the relevant German implementing legislation on packaging, in each case taking into account their respective provisions on application and transitional arrangements.

b. These General Terms and Conditions do not transfer HIS's statutory obligations regarding manufacturing, registration, take-back, information provision and disposal to the customer. Any deviating cost or organisational arrangements permitted by law require a separate, express agreement.

c. Whether the Customer becomes a manufacturer or other party subject to obligations as a result of processing, importing or distributing the goods is determined by the relevant statutory provisions. The installation of a single component does not automatically confer this status. The Customer shall dispose of waste only in accordance with its own statutory obligations and in compliance with existing return arrangements.

19. Force majeure

a. Force majeure occurs when an external event, which could not reasonably have been foreseen at the time the contract was concluded and which could not have been avoided even with due care, temporarily prevents the fulfilment of a specific contractual obligation. The affected party must not be responsible for the event or its consequences.

b. These may include natural disasters, war, terrorist attacks, epidemics and measures taken by public

authorities, provided that the conditions set out in paragraph (a) are met in each individual case. Industrial action, supply chain disruptions or logistical disruptions do not constitute force majeure solely on the basis of their designation.

c. General price rises, higher energy costs, a lack of funds or a mere deterioration in financial viability do not, in themselves, constitute force majeure. In particular, a rise in energy costs of more than 3 per cent per year is not sufficient.

d. The affected party shall notify the other party without delay of the cause, the obligations affected and the expected duration, and shall take reasonable measures to minimise the consequences. It shall also notify the other party when the impediment has ceased. Obligations to perform and the corresponding obligations to provide consideration shall be suspended only to the extent and for the duration of the actual impediment.

e. Delivery times shall be extended by the proven duration of the hindrance, plus a reasonable restart period. Any delay that has already occurred and other breaches of obligation not caused by the event shall be assessed separately.

f. If a material impediment lasts for more than three months, either party may withdraw from the contract in respect of the relevant part that has not yet been performed, or, in the case of a continuing obligation, terminate the contract to that extent. Any consideration already received for services not rendered must be returned without delay. Any earlier statutory rights to withdraw or terminate, in particular in the event of impossibility or unreasonableness, remain in force.

g. Statutory provisions, in particular Sections 275, 313 and 326 of the German Civil Code (BGB), as well as claims for damages arising from breaches of duty for which the party is liable, remain unaffected.

20. Language of the contract, governing law and place of jurisdiction

a. The language of the contract is German, unless otherwise agreed. Where translations are also provided, the agreed authoritative language version shall prevail.

b. The contractual relationship shall be governed by the substantive law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory provisions, in particular overriding provisions, remain unaffected.

c. If the customer is a trader, a legal entity governed by public law or a special fund governed by public law, the exclusive place of jurisdiction for disputes arising from the contractual relationship shall be HIS's registered office in 64760 Oberzent. Mandatory provisions, particularly overriding mandatory provisions, remain unaffected.

d. In the case of customers without a general place of jurisdiction in Germany, an agreement on the place of jurisdiction is valid only subject to the relevant statutory conditions, in particular Section 38 of the German Code of Civil Procedure (ZPO) or Article 25 of Regulation (EU) No 1215/2012. The mere fact of being a business is not sufficient for a domestic agreement on the place of jurisdiction.

e. If individual provisions of these Terms and Conditions have not been incorporated or are invalid, the validity of the contract and its supplementary content shall be governed by Section 306 of the German Civil Code (BGB). It is not agreed that such provisions shall be automatically replaced by a clause that is as economically similar as possible.

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