

GENERAL CONDITIONS FOR SALE GCS OF INDUSTREAM Sàrl

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1. Scope of Application

1.1 These sales conditions apply to entrepreneurs, legal entities under public law, and public special assets. The contractual partner, i.e., the customer, is uniformly referred to as "buyer" throughout these terms, regardless of whether the contracts involve work contracts, service contracts, lease agreements, or other types of contracts.

1.2 Our services are provided solely based on these conditions.

1.3 We only recognize conditions of the buyer that differ from or contradict our sales conditions if we have expressly agreed to their validity in writing.

1.4 Individual agreements with the buyer have priority over these conditions. The content of such agreements is determined by a written contract or our written confirmation, unless proven otherwise.

2. Legal Basis of the Order, General

2.1 Components of a contract to be concluded, listed in order of precedence:

- Our written order confirmation,
- These general sales conditions,
- The buyer's order letter,
- Legal provisions of Luxembourg.

2.2 We retain property, copyright, and usage rights to cost estimates, samples, drawings, and other physical or non-physical information—even in electronic form. They may not be disclosed to third parties even after the contractual relationship has ended.

2.3 Each party will use documents, including samples, models, and data, received from the business relationship only for the jointly pursued purposes and will keep them confidential with the same care as its own documents and knowledge if the other contract partner designates them as confidential or has an obvious interest in their secrecy.

3. Prices and Payment

3.1 Our prices are net, EXW Doncols according to Incoterms 2020, excluding packaging, and, for taxable deliveries and services, plus VAT at the rate applicable at the time of invoicing. Packaging costs are billed separately. Ownership of the packaging material transfers to the buyer.

3.2 If, after the conclusion of the contract, the material, labor, or energy costs that underlie the fee calculation change due to unforeseeable circumstances and events, the agreed fee increases accordingly. This only applies if the delivery or service by the seller is to be provided more than four months after the conclusion of the contract.

3.3 All invoices are payable within 14 days from the date of invoice without any deductions. In case of culpable exceeding of the payment target, we are entitled to demand default interest at a rate of 9% points above the respective base interest rate from the buyer.

3.4 If it becomes apparent after the conclusion of the contract that our claim for payment is jeopardized by the buyer's lack of ability to perform, we are entitled to refuse the performance of our own obligations under the contract until the buyer has fulfilled his contractual obligations. The use of this right to refuse performance does not constitute a withdrawal from the contract unless we expressly declare so. We can refuse performance and set a reasonable deadline for the buyer to fulfill his contractual obligations or provide security. If the buyer refuses or the deadline expires unsuccessfully, we are entitled to withdraw from the contract and demand damages.

4. Proof of Export and VAT

4.1 If a buyer or his agent transports or ships EU-cleared goods to a non-EU area, the buyer must provide us with the tax-required proof of export. If this proof is not provided, the buyer must pay the VAT legally owed by us on the invoiced amount for the delivered goods.

4.2 For deliveries of EU-cleared goods from one EU member state to another, the buyer must inform us of his VAT identification number prior to delivery, under which he conducts the acquisition taxation within the EU. Otherwise, he must additionally pay the legally owed VAT amount for our deliveries. For invoicing deliveries from Luxembourg to other EU member states, the VAT regulation of the respective recipient member state applies if either the buyer is registered for VAT in another EU member state or if we are registered for VAT in the recipient member state.

5. Delivery and Delivery Time

5.1 Unless otherwise agreed, we deliver EXW Doncols according to Incoterms 2020 and uninsured.

5.2 If assembly of the delivered item by us is agreed upon, the buyer must provide suitable rooms, appropriate power sources, and the facilities necessary for connecting the delivery item. These must comply with our guidelines, which are available upon request, and the applicable technical standards. We are only obligated to deliver and install after a binding agreement has been made between the buyer and us regarding the installation conditions at the installation site.

5.3 The start of the delivery time we specify requires the timely and proper fulfillment of the buyer's obligations. This includes the complete provision of documents to be supplied by the buyer and the receipt of an agreed advance payment. If software is also part of the contract, this particularly applies to the documents and information to be provided by the buyer for system analysis and programming.

5.4 If the buyer is in default of fulfilling his obligations, the agreed delivery time becomes non-binding. In this case, we are entitled to reschedule the delivery/service time at our reasonable discretion, particularly considering our other obligations.

5.5 A reasonable extension of the delivery time occurs in the event of lawful industrial disputes, particularly strikes and lockouts, as well as if unforeseen obstacles occur (force majeure). The same applies if such events occur at our subcontractors and thereby the correct and timely delivery of goods to us does not materialize. We are not responsible for the aforementioned obstacles even if they occur during an existing delivery delay, unless we caused the delay intentionally or through gross negligence. After the removal of the aforementioned obstacles, we will immediately notify the buyer of the new delivery time.

5.6 If the completion or shipment of the goods is delayed at the buyer's request, or if delivery is not called off within a deadline set by us despite notification of readiness for shipment, the goods will be stored – possibly partially completed – at the buyer's expense and risk. If storage at our premises is not possible, storage fees in the amount of the incurred costs, but at least 0.5% of the net order value per month from the day of readiness for shipment, will be charged. The damages are set lower if the buyer proves lesser damage. We are also entitled, after setting a reasonable additional period that has expired unsuccessfully, to dispose of the delivery item and to supply the buyer with a reasonably extended period.

6. Transfer of Risk and Acceptance

6.1 Unless otherwise agreed, the risk of accidental loss or accidental deterioration of the goods transfers to the buyer as soon as the goods have been handed over to the carrier. This also applies when the goods are handed over to the carrier by our subcontractors or when we have taken on other services (e.g., shipping costs or installation). If the shipment is carried out personally by our subcontractors, the risk of accidental loss or accidental deterioration transfers to the buyer as soon as the goods are handed over to the driver of our subcontractor.

6.2 If an acceptance of the delivery item is stipulated by the contract or required by law, it generally takes place formally. For this purpose, we inform the buyer of the readiness for acceptance. A possible acceptance inspection by the buyer follows our functional test. The functional test is considered successfully conducted if test programs or procedures developed by us do not detect any errors in the order item. The buyer can conduct his own acceptance inspection at his own expense through a technical expert (TÜV, Dekra, etc.) or declare acceptance based on our functional test. The buyer's acceptance is considered declared if he does not refuse it – specifying a significant defect that precludes acceptance – within 14 days after being notified of the readiness for acceptance results of the functional test and the request for acceptance.

For the functional test, the buyer provides all parts he is to supply, to the extent they are necessary for the functional test and we have requested them with sufficient lead time, in time for the test at our disposal. If this does not happen, our functional test will not take place. In this case, the buyer's acceptance is considered declared if he does not refuse acceptance – specifying a significant defect that precludes acceptance – within 14 days after being notified of the readiness for acceptance, the request for acceptance, and our notification that the functional test was not possible due to the buyer's lack of cooperation.

In general, if we agree to set up the delivery item, the functional test is conducted after delivery and installation at the installation site by us. After a successful functional test, the buyer must accept the delivery item if it is otherwise in accordance with the contract. For all other delivery items, we conduct the functional test as part of the final inspection in our factory or the factory of our subcontractor. Here, the delivery item is considered accepted at the time of delivery.

7. Retention of Title

7.1 We retain ownership of the delivered item until full payment of all claims arising from the delivery contract. The processing or transformation of the purchased item by the buyer always occurs in our name and on our behalf. In this case, the buyer's right of expectancy in the purchased item continues in the transformed item.

If the purchased item is processed or combined with other items not owned by us, we acquire co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of processing. The same applies in the case of mixing.

If the processing, combination, or mixing is done in such a way that the buyer's item is to be regarded as the main item, it is agreed that the buyer transfers co-ownership to us proportionally to secure the purchase price claim and keeps this for us.

To secure our claims against the buyer, the buyer also assigns to us those claims that accrue to him through the connection or mixing of the reserved goods with a plot of land or another item against a third party; we accept this assignment already now.

The buyer is obligated to handle the reserved goods with care and to perform the service and maintenance work required for the proper care of the reserved goods at his own expense.

7.2 The buyer is entitled to sell or process the reserved goods in the ordinary course of business against payment or under retention of title as long as he is not in default of payment. He is not authorized to make other dispositions, in particular pledges and security transfers. The buyer's authorization to sell is subject to the condition that he does not agree with the buyer of the reserved goods, i.e., his contractual partner, on a prohibition of assignment regarding his claims from the resale.

7.3 The buyer hereby assigns to us the claims arising from the resale or another legal basis (insurance, tort) concerning the reserved goods with all ancillary rights up to the amount of the final amount agreed with us (including VAT). In the event that the buyer's claims from the resale or further processing are included in a current account, the buyer hereby also assigns to us his claims from the current account against his customers. The buyer is entitled to collect the assigned claims until revocation. We can declare the revocation if the buyer falls into payment arrears or if his financial circumstances deteriorate significantly. At our request, the buyer will disclose the assignment and provide us with the information and documents necessary to assert the claim.

7.4 In the event of breaches of duty by the buyer, especially payment default, we are entitled to withdraw from the contract and reclaim the reserved goods after an unsuccessful expiry of a reasonable period set for performance; the statutory provisions on the dispensability of setting a period remain unaffected. In this case, the buyer is obligated to surrender the reserved goods. A right of withdrawal and a right to reclaim the reserved goods also exist for us if an application for the opening of insolvency proceedings over the assets of the buyer is filed.

8. Warranty Claims

8.1 The buyer's warranty rights presuppose that he has properly fulfilled his obligations to inspect and give notice of defects according to § 377 HGB (Luxembourg Commercial Code).

8.2 The quality of the goods/service is governed by the specific performance description attached to the respective contract.

8.3 Unless expressly agreed otherwise, we do not warrant that the static and/or dynamic forces emitted by the delivery item can be absorbed by the installation site or its surroundings without causing damage. The warranty is also excluded for defects caused or predominantly caused by unsuitable or improper use and installation by the buyer, disregard of our special operating instructions, incorrect operation and treatment, natural wear and tear, faulty or negligent maintenance and repair work by the buyer or third parties, unsuitable operating materials, substitute materials, chemical, electronic, or electrical influences unless such influences have their cause in our delivery item.

8.4 The assumption of a guarantee by us requires an express written agreement.

8.5 If the buyer claims us for purchased components that have caused the defectiveness of the owed performance, we can refuse the warranty until the buyer has unsuccessfully claimed our subcontractor for warranty on defects. All claims against the subcontractor to which we are entitled are assigned to the buyer.

9. Liability

9.1 Our liability for damages not occurring on the delivery item itself (in particular production downtime and lost profit) is – for whatever legal reasons – limited to intent and gross negligence. In the case of gross negligence, liability is limited to the typical, foreseeable damage unless a case of para. 2 exists.

9.2 In the case of damages resulting from the injury to life, body, and health or from the violation of essential contractual obligations (essential contractual obligations are obligations whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the contractual partner regularly relies), we are liable even for slight negligence. In the case of slight negligence in the violation of essential contractual obligations, liability is also limited to the typical, foreseeable damage.

9.3 Liability for defects that we have fraudulently concealed or for defects in the delivery item for which liability is assumed under the Product Liability Act for personal injury or property damage to privately used items remains unaffected.

10. Limitation Period

10.1 Warranty claims expire in twelve months from the delivery of the goods or – if necessary – from the acceptance of the service unless a case of para. 2 or para. 3 exists.

10.2 If the delivered goods become an essential part of a building or are used in accordance with their usual use for a building and have caused its defectiveness, the legally prescribed warranty periods apply. Something different applies if the delivered goods consist of control elements or software, in which case the warranty period for defects that are immediately apparent due to their nature is twelve months.

10.3 For claims for damages due to intent and gross negligence as well as for injury to life, body, and health based on an intentional or negligent breach of duty by us, the statutory limitation period applies. This also applies in cases of para. 1 and para. 2.

11. Special Conditions for Software Projects

For the provision of standard software, for the creation and provision of custom software, and for the provision of software maintenance services, the following special conditions apply in addition and take precedence in the event of a contradiction.

11.1 Services in IT Projects, Especially Creation of Custom Software

11.1.1 Contract for work and – if separately agreed – service contract

In the context of our IT projects, we primarily create custom software for the buyer, including programming of interfaces or adjustments at the source code level and services such as installation, commissioning, customizing, parameterization, analysis, development, programming, adjustment, documentation, administration, software update, or interfaces or databases, as well as services related to migration, to the extent that this has been agreed upon.

Contract law for work applies to the entire IT project; if individual services are performed on the basis of a service contract, this is agreed upon with the buyer. Service contract law is deemed agreed upon if the contracting parties have not agreed on a performance directory based on which an acceptance inspection can be carried out, as is the case with consulting services, analysis services, troubleshooting, or agile projects, etc.

For IT projects, the provisions from this section 11.1.1 of these sales conditions primarily apply, and the further provisions of these sales conditions apply secondarily, unless something different is regulated below.

11.1.2 Rights of Use for Software

We grant the buyer all rights of use necessary for the contractual purpose or for the intended use of our work results, to the extent they are copyrightable works and especially software, including user documentation (hereinafter collectively referred to as "software"). The scope of the intended use is determined from the contract documentation according to item 2 of these sales conditions and secondarily from the pre-contractual correspondence. Unless contractually stipulated otherwise, the right of use relates exclusively to the contractual IT project and the corresponding IT systems. A further use requires our express permission (license).

In the case of permanent transfer of the software (sale), the rights of use include the simple, spatially and temporally unlimited, content-wise limited according to lit. (a) as well as non-transferable right of use. In the case of temporary transfer of the software (rental), the rights of use include the simple, spatially unlimited, content-wise limited according to lit. (a) as well as temporally limited and non-transferable right of use.

Insofar as the software or components thereof originate from third parties (software manufacturers of the standard software – third-party manufacturers), their respective license conditions also apply, about which we will inform the buyer.

Delivery and the rights of use include the source code of the software only if this is explicitly stated in the order confirmation. Decompilation and all measures for reverse engineering are prohibited! Also, the right to edit (remodeling, translation) the software or its source code is fundamentally excluded and only permitted if this is explicitly stated in the order confirmation. Legally permissible uses (such as EU Copyright Directive and the Computer Programs Directive) remain unaffected.

The right of use includes that the buyer also creates copies of the software for the purpose of data backup (in case of loss or damage to the software). The buyer is solely responsible for such data backup: We provide free replacement for the last version of the software productively in use by the buyer in the event that the buyer no longer has a runnable version of the software due to loss, accidental deletion, or similar events. There is no claim to further delivery or delivery of previous versions.

The granting of rights of use occurs upon sale at the time of full payment of the purchase price and upon rental at the time of full payment of the first rental payment (suspensive conditions). In the

case of rental, the right of use expires (resolutive condition) if the buyer is in arrears without legal reason (such as right of retention) with an amount exceeding the rent for two calendar months.

11.1.3 Compensation

The buyer always pays (both under the service contract and under the contract for work) a time-dependent compensation for all our services. Another type of compensation, especially a lump-sum billing, requires an express agreement between us and the buyer. Otherwise, the provisions in item 3 of these sales conditions apply.

11.1.4 Acceptance under the Contract for Work and Functional Inspection under the Service Contract

Insofar as we have agreed on a contract for work with the buyer, a contractual acceptance according to Luxembourg contract law (specifically within the sections pertaining to contracts for services and acceptance of work) must be carried out. Acceptance of partial services is permissible. For accepted partial services, the warranty period begins with the acceptance of the partial service. The buyer may refuse the declaration of acceptance only because of a significant defect.

Insofar as we have agreed on a service contract with the buyer, the following applies: A contractual acceptance according to Luxembourg contract law (i.e., the examination and approval of our services as substantially in conformity with the contract) does not take place – due to the lack of a contract for work. After the transfer of a service result, the buyer conducts a functional inspection. This serves exclusively a continuous improvement process (CIP) and is intended to ensure and possibly improve the error-free operation and usability of the software. The buyer is obligated to carry out a functional inspection after the service result transmitted to him and to inform us of the results if he wishes for a change.

After such notification, we will review the desired changes and, if possible and reasonable, carry them out. These works are generally compensated by the buyer on a time basis, unless a different arrangement has been agreed (cf. item 11.1.3 of these sales conditions).

11.1.5 Warranty for Our Services

For our services, we warrant for a period of one year from the transfer of risk that they are provided professionally and with customary diligence. A specific success is not owed, but we will strive to achieve the desired result.

11.1.6 Warranty for Our Work Services

The warranty period is one year and begins with the acceptance. Our warranty includes material and legal defects in our services, especially in delivered software.

Insofar as we perform subsequent performance, we will eliminate the defect – at our option – either by remedying (rectification) or by delivering a defect-free performance, especially software (replacement delivery). In the case of rectification, we are entitled to also set up a workaround for the buyer or to point out such a workaround to the buyer, unless such is unreasonable for the

buyer, e.g., if the operation of the software is unreasonably delayed or significantly complicated. In the case of replacement delivery of software, we are also entitled to deliver a new program version with at least equivalent functionality, unless this is unreasonable for the buyer, e.g., in the case of the need for a different operating system or more powerful hardware, which the buyer would have to procure.

Insofar as the contractual item includes such software that originates from third-party manufacturers and we are not responsible for the defect, the warranty is excluded; item 9 (Liability) of these sales conditions remains unaffected. However, we will support the buyer to the best of our knowledge and belief so that the third-party manufacturer eliminates the reported defect; if necessary, we will assign our warranty claims against the third-party manufacturer to the buyer at the buyer's request.

In the case of a legal defect, i.e., if the software delivered by us violates third-party rights, the buyer is obligated to provide us with all information, documents, data, files, etc., without delay and to enable the system analysis. Otherwise, there are no warranty and no other claims, to the extent that the buyer's breach of duty makes the elimination of the defect impossible or unreasonably difficult.

A claim for subsequent performance does not exist:

- For software that the buyer has modified or extended himself;
- For disruptions that lie outside our area of responsibility;
- If the buyer refuses the possibility to investigate the defect;
- For software that the buyer operates on a system that does not meet the minimum requirements according to the documentation.
- For damages caused solely by actions of the buyer without us having violated a duty from the contract.

If the subsequent performance fails, the buyer can set a further reasonable period for an additional attempt at subsequent performance. If the second attempt at subsequent performance also fails, the buyer is entitled to the statutory warranty rights, he can especially reduce or withdraw.

If our examination of a reported defect reveals that no warranty-eligible defect existed or the subsequent performance was excluded, the buyer bears the total costs of our examination and, if we have eliminated the error, also the total costs of our error elimination; item 11.1.3 of these sales conditions applies.

11.1.7 Supplementary Liability Provisions

Insofar as the buyer's claims, especially for damages or for compensation for futile expenses, etc., due to possible warranty rights are restricted according to item 11, item 8 of these sales conditions takes precedence. In addition to item 8 of these sales conditions, the following provisions apply:

- For slight negligence, we are liable only if a duty is violated, the observance of which is of particular importance for achieving the purpose of the contract (cardinal obligation). In the case of slight negligent violation of a cardinal obligation, the liability is limited to the double purchase price or to the double annual license project compensation and only to such damages, with whose occurrence typically must be expected in the context of contract fulfillment. Insofar as an insurance and a specific insurance sum have been contractually agreed, the liability limitation does not apply to the double project compensation, but to the insurance sum contractually agreed with the buyer.
- The liability for data losses at the buyer is limited to the typical restoration effort that would have occurred if the buyer had made backup copies appropriate to the risk (at least daily). This restriction does not apply if data backup is included in our contractual performance obligation.

11.2 Provision of Standard Software:

This section (11.2 of these sales conditions) applies when we conclude a separate contract with the buyer for the delivery of standard software.

11.2.1 Delivery and Transfer of Risk

We provide the buyer with the standard software specified in the order along with the associated user documentation (hereinafter collectively referred to as "standard software").

We make the standard software available to the buyer as intended by the respective software manufacturer. If there are several delivery or transfer options, we will coordinate with the buyer to agree on the delivery modalities.

11.2.2 Rights of Use

The provisions from item 11.1.2 of these sales conditions apply accordingly regarding the rights of use for standard software.

11.2.3 Compensation

The buyer pays a one-time agreed compensation for software products that we provide to him for permanent use (sale). The buyer pays a time-dependent, usually monthly or annual, agreed compensation for software that we provide to him for temporary use (rental).

11.2.4 Warranty for Permanent Provision (Sale)

Insofar as we provide contractual services, the agreements according to item 11.1.6 of these sales conditions apply accordingly and, in addition, the other provisions of these sales conditions apply, unless something special is agreed upon below.

The buyer must immediately notify us in writing of any occurring errors, providing all information available to him that is useful for error elimination.

11.2.5 Warranty for Provision Over Time (Rental)

For defects in the delivered software products (material and legal defects) including the user documentation and other documents, we are liable according to the defect rules applicable under Luxembourg rental law. However, liability for damages only exists in cases where fault can be established.

The buyer may not enforce a rent reduction by deduction from the agreed compensation.

Otherwise, the above provisions on warranty under contract law (item 11.1.6 of these sales conditions) apply accordingly and, in addition and subordinarily, the statutory provisions on warranty under rental law.

11.2.6 Supplementary Liability Provisions

Provisions from item 11.1.7 of these sales conditions apply accordingly. Regarding the negligent violation of cardinal obligations, the monetary limitation of liability is the double of the respective compensation.

11.3 Software Maintenance/Software Service

Insofar as we provide services for software maintenance/software service, the agreements from item 11.1 and then, subordinarily, from item 11.2 of these sales conditions apply. Any additional provisions, such as on reaction or elimination times, arise from the contract documents.

12 Mediation Clause

12.1 Unless otherwise stipulated, these General Conditions and the ORDER are governed by the laws of INDUSTREAM's domicile, excluding international civil law, standard international law, and the United Nations Convention on Contracts for the International Sale for Goods (CISG).

12.2 The BUYER accepts the jurisdiction of the courts where INDUSTREAM is domiciled. Disputes arising from the ORDER will be settled by the competent court at INDUSTREAM's registered office. INDUSTREAM reserves the right to bring disputes to the BUYER's registered office court or where the SERVICES/SUPPLIES were delivered or should have been delivered.

13 Miscellaneous

13.1 Insofar as a specific form is provided for certain declarations according to these sales conditions, telecommunication transmission, especially by email, is sufficient, provided the person of the declarant and a possible representative relationship are named.

13.2 The contractual relationship is exclusively subject to the law of Luxembourg, excluding the UN Sales Convention (CISG).

13.3 The exclusive place of jurisdiction for all disputes arising from this contract is Luxembourg; any statutory exclusive places of jurisdiction remain unaffected.

13.4 Should a provision or a part of a provision of these conditions or other contractual agreements be or become invalid, this shall not affect the validity of the remaining provisions or the other part of the provision.