

1. General

1.1. These General Terms and Conditions of Sale form the basis for all sales transactions of RMG Messtechnik GmbH and its companies, unless expressly agreed in the relevant contracts, orders or other more specific agreements. RMG Messtechnik GmbH and its companies are also referred to as RMG in the following.

1.2. RMG as the seller and the respective buyer are bound by the General Terms and Conditions of Sale.

1.3. These General Terms and Conditions of Sale shall apply equally to tangible goods, immaterial goods, software, technology, works, services and maintenance services, insofar as reasonably applicable.

1.4. Agreements deviating from these General Terms and Conditions of Sale must be made in writing. E-mails meet the requirement of written form, unless otherwise required by law.

1.5. Headings in these Terms of Sale are intended for faster orientation only and are not legally binding.

1.6. These General Terms and Conditions of Sale shall not be limited in their legal force by any other provisions of an order of the Buyer or the Buyer's General Terms and Conditions.

1.7. The Customer's General Terms and Conditions do not apply.

2. Terms of Delivery and Acceptance

2.1. Unless otherwise agreed, the term of delivery EXW Butzbach (Incoterms® 2020) shall apply to deliveries of goods. If a different delivery condition is agreed between the customer and RMG, the corresponding agreement must be made in text form.

2.2. If RMG prepaid packaging and transport costs and these are not part of the agreed terms of delivery, the Buyer shall reimburse RMG upon receipt of an invoice for these costs.

2.3. The buyer/recipient of the goods must carry out an incoming goods inspection shortly after delivery. A time of 3 working days is considered timely, even in the case of extensive deliveries. RMG must be informed in text form of any deficiencies identified within the above mentioned period.

Until the incoming goods inspection has been completed, the buyer/recipient must ensure that the goods are protected from damage, heat, cold, moisture and other harmful influences.

2.4. In the case of a contract for work, the acceptance tests and related certification must be carried out promptly after the service has been performed. If no acceptance process is carried out, through no fault of RMG, acceptance shall be deemed to have taken place 30 days after the performance of the service and corresponding notification by RMG to the purchaser.

2.5. Should delays occur in the case of a contract for work and services caused by inadequate coordination of the trades of various companies or inadequate provision of infrastructure (site access, water, electricity, etc.) and this is not attributable to RMG, no claims due to delayed performance of work/services shall be asserted against RMG. Rather, RMG reserves the right to charge for costs incurred.

2.6. RMG shall not be held responsible for delays due to late deliveries and performance by subcontractors or sub-suppliers, which RMG has decided to select on the basis of a list of approved manufacturers and service providers drawn up by the Buyer or its customer, and a partial acceptance of at least the equipment supplied and installed by RMG shall take place or be considered to be done.

3. Retention of Title

3.1. Until receipt of all payments which are due in the context of the business relationship with the Buyer, RMG retains ownership of the relevant Products (hereinafter also referred to as "Retention of

Title-Products"). If a current account relationship exists as part of the business relationship, RMG retains ownership of the products until all payments from recognized balances have been received. In this case, retention of title serves as security for the balance. For the duration of the retention of title, the buyer may neither pledge the reserved products nor use them as collateral.

3.2. If the Buyer combines or mixes Retention of Title-Products for which RMG has retained the ownership with other items in order to create a new item in such a way that one of the other items must be regarded as the main component, RMG shall receive partial (co-)ownership of the newly created item in the ratio of the value of the original Retention of Title-Product to the value of the combined or mixed Items at the time of connection or mixing.

3.3. The Buyer shall be entitled to sell the Retention of Title-Products within the scope of ordinary business operations, whereby all claims arising from such resale shall be, at RMG's request, assigned to RMG in advance in the amount of the final invoice amount.

3.4. The Buyer is obliged to inform RMG in writing without delay of any seizures or other interventions by third parties concerning the Retention of Title-Products. In addition, the buyer will inform affected third parties of the retention of title. Insofar as RMG is not reimbursed for the judicial or extrajudicial costs of a lawsuit in the event of legal proceedings in such context, the Buyer shall be liable to RMG for the resulting damage.

3.5. The Buyer is obliged to handle the Retention of Title-Products with care. In particular, the buyer is obliged to insure them against fire, water damage or theft at his own expense sufficiently at the replacement value. If maintenance and inspection work is necessary, the buyer must carry it out in good time at his own expense.

3.6. In the event that RMG, in its formal role as the remaining owner of Retention of Title-Products, is obliged by law to pay taxes in respect of the ownership of the Retention of Title-Product, the Buyer shall indemnify RMG from tax liability or reimburse any tax payments imposed on RMG.

4. Terms of Payment and Set-Off

4.1. Payments must be made within 30 calendar days of the date of invoice.

4.2. If the Buyer is in default of payment, RMG shall be entitled to charge interest in accordance with the statutory provisions on interest on delayed payments.

4.3. In addition, if the Purchaser fails to fulfil its payment obligations to RMG in due time, RMG shall be entitled, upon written notice to the Buyer, to suspend the work and withhold future deliveries until all arrears and, if applicable, interest on arrears have been paid.

4.4. The Buyer shall only be entitled to set off its claims against invoices of RMG if such claims are undisputed or have been declared final or incontestable by a competent court.

5. Prices, Taxes

5.1. Prices are as contractually agreed. To simplify and speed up ordering processes, it can be agreed to use price lists. Unless otherwise agreed in text form, all prices for goods and services shall then be subject to the current relevant price lists of RMG, which are valid at the time the order is confirmed. RMG is entitled to adjust the price lists and – if the application of the price list has been agreed – will inform the buyer in writing of such adjustments 30 days in advance.

5.2. All prices are valid in the currency specified in RMG's offer and are based on delivery EXW Butzbach (Incoterms®2020) unless expressly agreed otherwise. Unless expressly stated, the prices do not include fees for packaging, insurance or brokerage fees, if these do

not fall within RMG's obligation due to the agreed Incoterm. RMG's prices exclude all applicable taxes (including sales, usage, excise or other taxes), duties and fees. If it is imposed on RMG to pay taxes, levies and/or fees or if RMG is obliged to collect such taxes, levies, or fees as part of a transaction, RMG will charge Buyer for such taxes, levies, or fees in addition, unless Buyer provides RMG, at the time the order is placed, an exemption certificate or other documentation sufficient to verify exemption from such taxes, duties or fees.

6. Force Majeure

6.1. Except for payment obligations, neither party shall be liable to the other for failure to perform its obligations for reasons beyond the reasonable control of the non-performing party ("Force Majeure"). If the impossibility of performance continues for more than 90 days, either party may terminate this Agreement by giving the other party 14 days' notice in writing.

6.2. Force majeure events include, but are not limited to: fire, earthquakes, floods, severe weather or natural disasters, quarantines or local medical crises, labor strikes or lockouts, riots, insurrection, civil disobedience, armed conflicts, terrorism, or declared or undeclared war.

6.3. Should such a circumstance be considered imminent from the point of view of a rational expert third party, the circumstance to be assessed as imminent shall also be deemed to be Force Majeure.

6.4. Force Majeure-provisions shall also apply for a circumstance as described above, which impacts on a supplier of RMG, unless this supplier could be replaced at short notice without contractual consequences, additional effort and/or additional costs.

6.5. If a Force Majeure event causes a delay, the time for execution of the order shall be prolonged by the duration by which the Force Majeure circumstance delays the

order execution, unless otherwise agreed.

7. Delays Caused by the Buyer

In the event of a delay caused by the Buyer, RMG shall be entitled to adjust the price and other affected conditions accordingly to take into account RMG's increased costs and other adverse effects associated with such delay.

8. Dependence of Order Execution on Official Decisions

RMG is not responsible and shall not be liable for delays or impossibilities in the order execution due to a non-granted or due to a delay in obtaining an export license or import license from the recipient country or another official act or official omissions to act.

9. Warranty

9.1. The warranty period is twelve months from the delivery of the product, or for services and contracts for work, including commissioning and preparations for commissioning, twelve months beginning from the completion of the work/service or acceptance of the work. Acceptance tests and certification must be carried out promptly. If no acceptance takes place, through no fault of RMG, acceptance shall be deemed to have taken place 30 days after notification of readiness for acceptance.

9.2. In the event of a defect, RMG shall rectify or resupply the defect. Whether subsequent improvement or subsequent delivery takes place is at the discretion of RMG. If the subsequent performance in the form of rectification or subsequent delivery fails, the buyer is entitled to withdraw from the related order or to remedy the defect himself and to demand reimbursement of the necessary expenses, whereby the right to reduce the purchase price of the order in question is excluded. If it becomes apparent that the expenses are disproportionately high compared to the contract value, RMG should be informed accordingly at an early stage in order to work out an appropriate solution with the Buyer.

9.3. The warranty period is suspended for the period of subsequent improvement or subsequent delivery. After completion of the repair or subsequent delivery, the original warranty period continues. In the event of repair or subsequent delivery, the warranty period does not start again from the beginning when the subsequent repair or subsequent delivery is done.

9.4. Further claims for defects are excluded, regardless of the claims for damages as provided for in these Terms and Conditions of Sale.

9.5. Warranty does not apply to normal or ordinary wear and tear resulting from the use of the products during the warranty period or improper use of the products. RMG does not accept liability for defects caused by improper storage, improper exposure to heat, cold or humidity or other circumstances beyond RMG's control.

9.6. The Buyer shall provide RMG with a detailed description of an alleged defect and shall permit RMG to secure evidence, verify the performance and determine the cause of the defect. The Buyer shall provide RMG with immediate access to the concerned product, as well as to the environment and location of the product, for the purpose of investigation and testing, and shall cooperate with RMG by providing all relevant information.

9.7. The Buyer shall inform RMG of all noticed defects that were not recognizable in the course of a proper inspection of receipt, without delay, but no later than three (3) working days after discovery of the defect.

9.8. If the Buyer has accepted a defective product/service, even though he was aware of the defect, he shall only be entitled to the rights arising from RMG's warranty obligations if he reserved them for himself at the time of acceptance.

10. Limitation of Liability

10.1. RMG shall only be liable for damages caused by simple negligence if they arise as a result of the breach of an obligation relevant to

the performance of the contract on which the Purchaser has relied and may rely. In this case, liability is limited to the damage that is typical of the contract and foreseeable. The maximum liability for the above cases, including any indemnification obligations that may arise in respect to third parties, is limited to the net value of the contract.

10.2. In the following cases, RMG shall be liable in accordance with the statutory provisions (a) in the event of liability under the Product Liability Act, (b) in the event of fraudulent concealment of a defect, (c) in the event of a defect for which a quality guarantee has been given, (d) in the event of injury to life, limb or health, and (e) in the event of intent and gross negligence.

10.3. In all other cases, RMG's liability is excluded.

10.4. The above-mentioned limitation of liability shall also apply to claims for damages by the Buyer against officers, executives, employees or representatives of RMG.

11. Inventions and Intellectual Property

11.1. "Intellectual property" includes, among other things, all copyrights, trademarks, trade secrets, patents, utility models, developments (including software development) and know-how. Intellectual property is not limited to registered and for registration already applied rights.

11.2. Unless expressly agreed in writing, RMG does not transfer any intellectual property rights to the Buyer. This applies in particular to intellectual property that RMG already held before the execution of the contract or that was developed independently of the execution of the specific contract. All intellectual property acquired by RMG in connection with the provision of services, including software, models, designs, drawings, documents, inventions and know-how ("Inventions"), shall remain the intellectual property of RMG, unless expressly agreed otherwise in writing or as otherwise required by law.

12. Software

12.1. If an order of the Buyer, confirmed by RMG, includes software and unless otherwise expressly agreed in text form, the Buyer is granted only a non-exclusive license limited to such products and/or locations as named in the order or confirmed by RMG in writing. No other use is permitted and RMG (or its suppliers, if applicable) reserves title and all rights to the Software hereunder, including confidential and proprietary information. The Buyer is not entitled to sublicense without written approval from RMG. Rights to use software can be passed on to end customers after confirmation by RMG. Buyer may not reverse compile or attempt to reverse compile or disassemble the Software (except as expressly permitted by law). Without the express approval of RMG, the buyer shall not disclose or exhibit any software or make it available to others in any other way.

12.2. Unless expressly provided otherwise in these Terms and Conditions or in a written agreement with RMG, the Buyer undertakes to comply with the provisions of RMG's End User License Agreement.

13. Indemnification for Infringement of Intellectual Property Rights

13.1. The Buyer shall immediately notify RMG of any action brought by a third party against the Buyer for any actual or alleged infringement of any intellectual property right, including valid patents or copyrights, to the extent that it is related to the service provided by RMG. RMG will decide at its own discretion whether it wants to indemnify the Buyer. In this case, the Buyer is obliged to authorize RMG to defend against the lawsuit and to provide RMG with all information and documents necessary for the defense. RMG assumes no responsibility or liability for any settlement, waiver, acknowledgment or other agreement entered into without RMG's written

consent. RMG shall not be liable for (a) any patent or copyright infringement or other intellectual property infringement in any of the Buyer's designs, drawings or manufacturing specifications; (b) products that are used in a way that is different from their proper purpose; (c) claims for infringement resulting from the combination of a product provided under this agreement with a product not provided by RMG; (d) the use of a version of a software product other than the last version of a software product issued by RMG, or (e) a modification of the product that has not been made by RMG.

13.2. If a justified claim is asserted, RMG shall be entitled, at its sole discretion and at its own expense, to (a) procure the right to continue to use the product for the Buyer or (b) to replace or modify the product in such a way that no intellectual property rights are infringed. If a claim is made for infringement of patents, copyrights or other intellectual property rights, RMG is entitled to discontinue delivery of products and services infringing such rights.

13.3. If RMG is not knowingly culpable or grossly negligent in the infringement of intellectual property rights, no liability provisions shall apply which exceed mandatorily applicable law.

13.4. If the product/service, which cannot be provided due to existing intellectual property rights of third parties, is essential for the fulfilment of the purpose of the contract, the parties shall discuss suitable measures on how the purpose of the contract is to be fulfilled. If the purpose of the contract cannot be achieved without considerable additional effort, the provisions of ongoing Force Majeure for termination of the contract shall apply.

13.5. In the event that the Buyer provides RMG with information, software, equipment or other tangible or intangible goods/objects in the course of preparing an offer and/or fulfilling the order, and these information, etc. infringe

Intellectual Property Rights (including patents and utility models) of Third Parties, RMG shall be indemnified. If the goods/objects made available for the preparation of the offer/execution of the order and which infringe Intellectual Property Rights are essential for the fulfilment of the purpose of the contract, the parties shall discuss appropriate measures to fulfil the purpose of the contract.

14. Changes

Changes to an existing order at the request of one party are possible, but require the consent of the other party. RMG will inform the buyer if the change causes an increase in the price or the time required to perform the changed order. The change will only take effect if the contract is supplemented in text form and RMG will only start executing the amended order after the corresponding amendment.

15. Confidentiality

15.1. "Proprietary Information" means: (a) any information, technical data or know-how in any form, including documented information, machine-readable or evaluable information, information contained in components, maskwork and artwork that is clearly marked as "confidential", "proprietary" or "business secret" or would be reasonably considered as confidential by a competent person; (b) business information, including pricing, manufacturing, or marketing, (c) the contents of any proposed or actual agreements between the parties, (d) the parties's business policies and business practices, and (e) information of others obtained by the parties pursuant to an obligation of confidentiality. The Receiving Party shall keep the protected information hereunder confidential for a period of 5 years from the date the information is made available or, if the protected information is provided under a long-term framework agreement and/or cooperation, from the expiration or termination of such long-term framework agreement/cooperation. Each

party retains ownership of its Proprietary Information, including all rights to patents, copyrights, trademarks, and trade secrets. Notwithstanding the expiration of the confidentiality obligations set forth herein, neither party nor any of its customers, employees or agents is hereby granted any explicit or implied right or license with respect to any Proprietary Information or patents, patent applications or other Intellectual Property Rights of the other party. RMG agrees to use Buyer's Protected Information only for the purpose of quoting, manufacturing and delivering products or providing services to the Buyer. Buyer acknowledges that it may not use or disclose RMG's Proprietary Information for any purpose other than the purchase or use of RMG's products and services. Within its organization, the buyer may only disclose Protected Information to those persons who need to know it in order to fulfill the purpose of the contract. In an appropriate manner these persons have to be obliged to maintain confidentiality.

15.2. The Receiving Party shall not be obliged to protect any information for which it is proven (a) that it was in the public domain at the time of disclosure or became public knowledge through no fault of the Recipient, (b) that it was known to the Recipient at the time of disclosure without breach of any confidentiality agreement, (c) that the Recipient obtained it from a third party without corresponding or similar confidentiality restrictions, as contained in this section, or (d) that they have been independently developed by the receiving party.

16. Publications

All press releases, public announcements, advertisements or other publications relating to this Agreement are subject to the prior consent of RMG. This will be granted if, from RMG's point of view, there are no substantial reasons to the contrary.

17. Proper Disposal of Waste, Electrical Equipment and Packaging

17.1. With regard to waste, electrical and electronic equipment, the Buyer is obliged to properly dispose of the delivered products at his own expense in accordance with the statutory provisions after the end of use, or to inform his customer of the possible legal obligation of disposal. In accordance with legal provisions, RMG accepts old equipment against invoicing of costs incurred. Otherwise, we refer to our take-back concept (www.rmg.com).

17.2. RMG takes back packaging at the RMG site in accordance with the statutory provisions and against invoicing of costs incurred. Otherwise, the buyer is obliged to dispose of or utilise/recycle the packaging in accordance with the relevant legal regulations.

18. Assignment

Rights and obligations of the Buyer under this contract shall not be assigned without the prior written consent of RMG – unless otherwise required by law. This consent should not be withheld without special reason. RMG is entitled to transfer rights and obligations arising from contracts to a company affiliated with RMG.

19. Codes of Conduct

RMG acknowledges the customer's codes of conduct if they are based on general values such as respect for human rights, environmental protection, nature conservation, etc., as represented by the EU and the UN. RMG selects its suppliers against the background of promoting the above-mentioned values and sustainability considerations. However, RMG can only assume responsibility for the conduct of its suppliers and their sub-suppliers within the framework of legal regulations or if this has been expressly agreed with the buyer. RMG expects from its business partners to comply with the principles of the RMG Code of Conduct (available under www.rmg.com).

20. Foreign Trade Law and Export Control

20.1. The Buyer is responsible for compliance with all applicable foreign trade laws and regulations.

20.2. Buyer and RMG are aware that the EU Council Regulation 833/2014/EU, which is mandatory and applicable law, applies to sales transactions for certain products and for certain countries. If this Regulation applies, the Buyer accepts the relevant contractual clause formulated by RMG as formulated in RMG's offer and/or order confirmation and/or in a priority contract as it is phrased in accordance with §12g of the Regulation on the Prohibition of the Sale, Delivery, Transfer or Export of Goods or Technology to Russia. The same applies to corresponding regulations regarding Belarus.

21. No Waiver of Claims

The waiver of any right/claim set out in these Terms and Conditions does not imply a general waiver of it and does not preclude the subsequent assertion.

22. Validity of the Terms

If any provision of these Terms and Conditions of Purchase and/or further agreements is or becomes inapplicable or void, the remaining provisions of the contract shall not lose their validity. Rather, the contracting parties are to agree on a provision that replaces the inapplicable or void provision with an applicable and valid provision that best serves the purpose of the inapplicable or void provision.

23. Procedure in the Event of a Conflict, Applicable Law and Place of Jurisdiction

In the event of a conflict, the parties strive for an amicable solution. If, at the discretion of one of the parties, such a solution is not achievable in a timely manner, German law shall apply to the exclusion of the UN Convention on the International Sale of Goods. The place of jurisdiction is Friedberg, Hesse, Germany.

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