

## General Terms and Conditions of NEXUS COMPONENTS GmbH

- for commercial transactions -

### 1. General

1.1. The following General Terms and Conditions (hereinafter: GTC) shall apply to all our offers, sales and delivery contracts, including consulting and other contractual services, as far as the customer is an entrepreneur within the meaning of Section 310 (1) of the German Civil Law (BGB) or a legal entity under public law or a special fund under public law.

1.2. These GTC shall also apply in their respective version as a framework agreement for future contracts with the customer without us having to refer to them again in each individual case.

1.3. The following GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if we perform a service for the customer without reservation in the knowledge of the customer's conflicting GTC.

### 2. Offer and conclusion of contract

2.1. The customer's order constitutes a binding offer which we can accept within two weeks by sending an order confirmation. In the absence of a special agreement, the contract shall only be concluded upon our written order confirmation. The written order confirmation can be replaced by the invoice. Orders placed by telephone are only accepted by us if and as far as we execute them immediately or confirm them in writing. Offers and price lists previously submitted by us are subject to change and non-binding unless they are expressly designated as binding. If our order confirmation deviates from the customer's order in terms of content, it shall nevertheless be deemed to have been accepted if it is not objected to in writing immediately upon receipt.

### 3. Prices

3.1. All sales prices are net prices in the stated currency ex works. Packaging, shipping and transport insurance costs shall be invoiced separately.

3.2. All amounts are subject to the statutory value added tax applicable on the date of delivery.

### 4. Terms of payment, prohibition of set-off and right of retention

4.1. The invoice is due for payment 14 days after the invoice date without deduction unless a different due date results from the order confirmation. The value date in the full amount of the invoice on our account shall be decisive for timely payment. In the case of bank transfer or payment by cheque, fulfilment shall only be deemed to have occurred when the amount has been irrevocably credited to our bank account.

4.2. We reserve the right to refuse cheques or bills of exchange as a means of payment; if necessary, we shall only accept cheques or bills of exchange on account of payment. Any discount or bill charges incurred shall be borne by the customer; they are due immediately.

4.3. Upon expiry of the payment deadline, the customer shall be in default. During the period of default, interest shall be charged on the remuneration at a rate of 9 percentage points above the respective base interest rate. We shall be at liberty to claim higher damages if necessary.

4.4. If, after conclusion of the contract, facts become known which, according to objective assessment, lead to a reduction in the creditworthiness of the customer, all outstanding claims shall become due for payment immediately. In this case, we are entitled to make deliveries only against advance payment or provision of securities. If payment is not made within three days of our written request, we shall also be entitled to withdraw from the contract or to claim damages for non-performance.

4.5. Offsetting by the customer against our claims is only permitted with undisputed counterclaims and such claims that have been legally established. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.

### 5. Nature of performance, tolerances

5.1. As a matter of principle, only the manufacturer's product description shall be deemed agreed as the quality of the goods.

5.2. We reserve the right to make changes to the design or shape, deviations in colour and changes to the scope of delivery on the part of the manufacturer during the delivery period, as far as the changes or deviations are reasonable for the customer, taking into account our interests. If we or the manufacturer use signs or numbers to designate the order or the ordered delivery or service, the customer cannot derive any rights from this alone with regard to the specification of the delivery item or the scope of delivery.

5.3. Partial performances are permissible as far as they are reasonable for the customer.

### 6. Delivery dates and delivery delays

6.1. Compliance with a performance time agreed with the customer presupposes that all commercial and technical questions have been clarified and that the customer has fulfilled all obligations incumbent upon it, e.g. making a down payment and has provided the necessary cooperation services. If this is not the case, the delivery period shall be extended accordingly. This shall not apply if we are responsible for the delay.

6.2. The delivery period shall be deemed to have been complied with if the delivery item has left our works or notification of readiness for dispatch has been given by the time the delivery period expires. As far as acceptance is to take place, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - alternatively the notification of readiness for acceptance.

6.3. If the customer is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to demand compensation for the damage caused to us by the default, including any expenses.

6.4. If delivery failures or delays are due to force majeure, war, riot, strike, lockout or the occurrence of other unforeseeable events over which we have no control, the delivery period shall be extended accordingly. We shall inform the customer of the beginning and end of such circumstances as soon as possible.

6.5. The occurrence of our default shall be determined in accordance with the statutory provisions. In any case, however, a written reminder from the customer is required.

### 7. Shipping, transfer of risk, insurance

7.1. Delivery is ex works. At the customer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

7.2. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover.

7.3. In the case of sale by delivery to a place other than the place of performance, the risk shall pass to the customer as soon as we have delivered the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

7.4. In the event of a sale by delivery to a place other than the place of performance, the goods shall be insured at the customer's expense against breakage, transport and fire damage. If the customer does not wish to be insured, he must inform us of this in writing.

### 8. Reservation of ownership

8.1. The delivered goods shall remain our property until payment of all current and future claims, including ancillary costs and interest, arising from the purchase contract and an ongoing business relationship (secured claims) with the customer. In the case of a current account, the reserved property shall be deemed to be security for our balance claim.

8.2. Processing and transformation of goods delivered by us which are still our property shall always be carried out for us as manufacturer within the meaning of § 950 of the German Civil Law (BGB), without any liabilities arising for us from this. If the goods subject to retention of title are mixed or combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the invoice value of our goods subject to retention of title to the invoice value of the other goods used. If the customer's item is to be regarded as the main item in the case of combination or mixing, the customer hereby assigns to us pro rata co-ownership of the new item. We accept this transfer.

8.3. The customer shall be entitled to resell the purchased goods in the ordinary course of business; however, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim accruing to him from the resale against his customers or third parties, irrespective of whether the reserved goods have been resold without or after processing. The customer remains authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of composition or insolvency proceedings has been filed or payments have not been suspended. If this is the

case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. We are also entitled to notify the customer's debtors of the assignment and to request them to make payment to us.

8.4. The customer is prohibited from pledging and transferring ownership by way of security, as well as from agreeing a prohibition of assignment and an assignment without our consent within the framework of factoring.

8.5. If our property is impaired by a third party through seizure or in any other way, the customer is obliged to notify us of this immediately and to inform the third party of our security rights.

8.6. If the value of the securities given to us exceeds our claims by more than 20% in total, we undertake to release corresponding securities at our discretion at the customer's request.

#### **9. Notice of defects and liability for defects**

9.1. The customer is obliged to inspect the goods immediately after delivery. Visible defects must be reported immediately, at the latest, however, within 4 days after delivery of the goods, and hidden defects must be reported in writing and adequately marked immediately after they become known.

9.2. We shall be liable for material defects in accordance with the applicable statutory provisions, in particular §§ 434 ff. BGB (German Civil Law), unless otherwise stipulated below. In all cases, the special statutory provisions remain unaffected in the case of final delivery of the goods to a consumer (supplier recourse pursuant to § 478 BGB).

9.3. As far as the goods are defective, we shall be entitled, at our discretion, to subsequent performance in the form of rectification of the defect or delivery of a new item free of defects. We have the right to replace any defective goods with new goods - even if they already belong to a next generation of equipment - if it is ensured that they at least meet the technical requirements of the previous delivery goods.

9.4. If the supplementary performance fails, the customer shall be entitled to demand withdrawal or reduction at his discretion. Section 10 shall apply to claims for damages due to a defect. Further claims of the customer due to defects shall be excluded in principle.

9.5. Claims for damages or reimbursement of futile expenses exist only in accordance with section 10 and are otherwise excluded.

9.6. The liability for defects shall not apply if the customer attaches additional parts or additions of any kind to our goods or has them attached by third parties or makes changes or has them made by third parties, unless we have given our prior written consent.

9.7. Excluded from the liability for defects are all parts that are subject to natural wear and tear or consumption due to operation.

#### **10. Liability for damages**

10.1. As far as nothing to the contrary arises from these GTC including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

10.2. We shall only be liable for any damage incurred as far as this is due to a breach of an essential contractual obligation or grossly negligent or intentional conduct on our part or on the part of our vicarious agents. If an essential contractual obligation is breached due to slight negligence, our liability shall be limited to the foreseeable damage typical for the contract. An essential contractual obligation is given in the case of obligations whose compliance makes the proper execution of the contract possible in the first place and on whose compliance the customer has relied and was entitled to rely.

10.3. Any further liability for damages is excluded.

10.4. Liability for culpable injury to life, body or health in accordance with the statutory provisions shall remain unaffected. This shall also apply to mandatory liability under the Product Liability Act.

10.5. The limitations of liability shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the performance.

#### **11. Place of performance, place of jurisdiction, applicable law**

11.1. The place of performance is Braunschweig.

11.2. If the customer is a merchant, Braunschweig is also the place of jurisdiction. This also applies to actions on cheques and bills of exchange. We are entitled - at our discretion vis-à-vis merchants - to sue the customer at the court having jurisdiction for the customer's registered office.

11.3. The contractual relationship and all claims and legal relationships arising therefrom shall be governed by German law.

**As of March 2023**