

GENERAL TERMS AND CONDITIONS OF SALE OF Blickfeld GMBH

Status: July 2026

Blickfeld GmbH, Barthstrasse 14 · 80339 Munich Germany (herein referred to as the Company), www.Blickfeld.com/de

1. Applicability

- a. All deliveries, services and quotations of the Company shall be made exclusively on the basis of these terms and conditions (herein referred to as the Agreement). They are an integral part of all contracts concluded by the Company with its customers (hereinafter also referred to as Buyer) for the deliveries or services offered by the Company.
- b. The Buyer's conditions of purchase (if any) shall only have application if, and to the extent, agreed to in writing by the Company.

2. Quotation and Conclusion of Contract

- a. All quotations of the Company are subject to change without notice and are non-binding, unless they are expressly marked as binding. Material in stock is offered subject to prior sale at all times.
- b. All contracts must be in writing to be effective. A purchase order shall not be binding upon the Company until the Company has notified Buyer that it accepts that purchase order. Nevertheless, the Company may also elect to provide acceptance by starting performance of delivery or service towards Buyer.
- c. The written contract between Company and Buyer, including this Agreement, fully reflects all agreements between parties regarding the subject matter of the contract and supersedes any prior verbal promises and agreements between the parties.
- d. All supplements and amendments to the parties' agreements made, including this Agreement, must be in writing in order to be effective.
- e. Information provided by the Company on the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximately authoritative unless usability for the contractually intended purpose requires exact conformity. They are not guaranteed quality features, but descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair the usability for the contractually intended purpose. Irrespective of any further disclaimers, Company does neither warrant that any product or service fit for a specific purpose, nor that it has a merchantability.
- f. The Company retains ownership or copyright of all quotations and cost estimates submitted to the Buyer as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the Buyer. The Buyer may not make these items available to third parties, either as such or in terms of content, disclose them, use them himself or through third parties, or reproduce them without the express consent of the Company. Upon the request of the Company, the Buyer shall return these items in full to the Company and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of usual data backup.

3. Prices

- a. Unless otherwise stated in writing by the Company, prices are based on INCOTERMS 2020 EXW, at the Company's facility in Munich, Germany (if no other facility is provided in the quotation).
- b. Prices do not include special packaging, insurance, freight and shipping costs, sales, use, excise, tariffs or similar taxes, import or export levies, customs as well as any other public duties. Consequently, in addition to the prices specified, the amount

of any such aforesaid present or future costs applicable to the sale or use of the equipment shall be the sole responsibility of and paid by the Buyer.

- c. Prices may also reflect quantity discounts and are valid only up to the expiry date of the quotation or for thirty (30) days if not specified.
- d. The Company charges an administrative fee of EUR 50 on orders less than EUR 100.
- e. If the Buyer does not retrieve the goods within ten (10) days of notification of their availability, the Company has the right to charge storage or move them to a public storage facility at the Buyer's expense.
- f. Exceptions to the above will be as noted in the Company quotation.

4. Terms of Payment

Unless otherwise provided in the quotation or agreed by the parties, payment is by wire transfer in advance of shipping or a confirmed irrevocable on sight Letter of Credit (L/C) for the value of the contract awarded. Partial shipments/payments are allowed with the expiry date of the L/C being the anticipated last shipment date. Issuing bank must be acceptable by the Company with all L/C, confirmation and negotiation charges being on the account of the Buyer (the applicant of the L/C). Alternatively, payment will be by wire transfer in advance of shipping or pending credit approval net thirty (30) days from invoice. If payment is not through L/C, in the event any amounts payable by Buyer are outstanding after the time agreed for payment, in addition to the amount outstanding, Buyer shall also pay the Company interest at the rate of 1.5% monthly (18% per annum; or, if lower, the highest interest rate on business debts permitted by applicable law) on the amount outstanding whereas any other rights of the Company in the event of delay of payment shall remain unaffected. In the event any third parties are employed to collect any outstanding monies owed by the Buyer to the Company, the Buyer agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred. A service charge of EUR 250 applies to all L/C's with a value less than EUR 20,000.

5. Shipping and Service Schedule

- a. Shipping or service performance dates quoted are estimates only and are based on the prompt receipt by the Company from the Buyer of all information deemed by the Company to be necessary to permit the Company to proceed with the work immediately and without interruption and are further subject to change due to cause or causes referred to in Section 6 (Force Majeure) hereof. If the goods are to be shipped, the shipping dates shall be deemed to refer to the delivery of the goods to the Buyer or its carrier at the Company's premises.
- b. Goods are shipped and packed for shipment in accordance with standard commercial practice of the Company.
- c. The Company reserves the right to postpone shipment or performance if, and as long, as the Buyer does not comply with his obligations under any contract towards the Company.
- d. If the Company is in delay with shipment for which the Buyer is not responsible, any Buyer's right for compensation is limited in accordance with Section 10 (Limited Liability) herein.

6. Force Majeure

- a. The Company shall not be liable for any loss or for any incidental or consequential damage due to delay in manufacture, delivery or installation, resulting from any cause reasonably beyond the Company's control, including, but not limited to, compliance with any regulations, orders or instructions of any federal, state, provincial or municipal government or any department or agency thereof, acts of God, acts or omissions of the Buyer, acts of civil or military authority, fires, strikes, embargoes, war, riot, delays in transportation, tariff induced supply chain issues and inability

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to obtain necessary labor, manufacturing facilities, or materials.

- b. Similarly, in the context of a pandemic/epidemic or a health emergency, the Company shall not be liable for any incidental or consequential damage due to delay in manufacture, delivery or installation, resulting from, but not limited to, the following circumstances: illness, closure of borders, quarantine, curfew, limitations of movement, government-imposed restrictions or other measures decreed by government authorities.

7. Title and Risk

Title and risk of loss or damage passes to the Buyer upon delivery of the products to the Buyer's carrier at the Company's premises. If the parties agree in writing to other delivery / shipping terms, regardless of such terms title shall pass to Buyer when the goods leave the Company's premises. The Buyer assumes full responsibility for any loss or damage to the product in the care, custody or control of Buyer or its carrier; the same shall apply if a delay is caused by the Buyer and the Company has notified the Buyer of the goods availability for delivery.

8. Cancellation or Delays caused by the Buyer

Following acceptance by the Company, the Buyer's purchase order may only be cancelled, or shipments / deliveries delayed with the written consent of the Company. Should the Company consent to a request by the Buyer to stop work or to cancel the whole or any part of an order, the Buyer shall make payments to the Company as follows:

- a. Any and all work that can be completed within ten (10) days from date of notification to stop work on account of cancellation shall be completed, shipped / delivered, and paid in full.
- b. For work in process and any materials and supplies procured or for which definite commitments have been made by the Company in connection with the order, the Buyer shall pay to the Company the actual costs and overhead expenses determined in accordance with generally accepted accounting practice plus fifteen (15) percent.

9. Claims and Return of Material

Shipments shall be inspected by the Buyer immediately on receipt. When material is rejected on said inspection the Company shall be notified in writing within ten (10) days from receipt of said shipment. No material may be returned without the prior written approval of the Company and all returns are subject to a twenty (20) percent restocking fee unless it is specifically waived in the Return Material Authorization (RMA).

10. Limited Warranty and Liability

- a. The Company warrants that the electronic components of the products manufactured by the Company are free from all manufacturing defects. The Company's warranty does not extend to the performance of the products, which may vary depending on environmental conditions, use and installation practices.
- b. The Company's liability under this warranty shall be limited to, at its option, either repairing or replacing the defective components of the products or granting a credit for the products or parts thereof. The Company's warranty shall apply only to products which are returned to the factory or authorized repair point, transportation charges prepaid by the Buyer within one (1) years from the shipment date of the product from the Company and which are, after examination, disclosed to Company's satisfaction to be defective due to defects in workmanship and/or materials. This warranty is void and shall not apply to any products which have been installed, repaired, or altered by other than personnel certified by the Company, or to products which have been subject to physical or electrical abuse, misuse, accidental or intentional damage, or improper storage or to products which have not been used or maintained in compliance with any applicable recommendations of the Company. This warranty does not apply to any parts or components of the products which are

normally consumed in operation, including but not limited to batteries, fuses and light bulbs.

- c. The Company specifically disclaims any and all warranties and conditions, expressed or implied, including but not limited to any warranties for merchantability or fitness for a particular purpose.
- d. Under no circumstances be it due to a breach or warranty or any other cause arising out of the performance or non-performance of the Product shall the Company be liable to the Buyer for incidental or consequential damages, including but not limited to: lost profits, loss of property due to the freight carrier, plant downtimes, or suits by third parties.
- e. The Company's warranty and liability as stated and assumed above in this Section 10 is in lieu of all other warranties and conditions arising out of, or in connection with, the use and performance of the products. However, any mandatory rights of Buyer under statutory warranty regime of applicable law for 12 months following delivery of the respective product shall remain unaffected hereof. As part of these statutory remediation rights, the Company at its option, may either repair or replace the defective components of the products; the Company's right to refuse remediation shall be determined in accordance with applicable law.
- f. By downloading software of Blickfeld GmbH or its affiliates, you agree to the End User License Agreement terms and conditions.

11. General

- a. Buyer may not assign this Agreement without the written consent of the Company, either by contract or by virtue of law. Company shall have the right to assign the contractual relationship in full or in parts, as well as single claims and rights thereunder to any third parties without requiring prior consent from the Buyer; in particular, from time to time, Company may use its affiliates as subcontractors to perform delivery or service under a contract.
- b. The offsetting (Aufrechnung) with counterclaims of the Buyer or the retention (Zurückbehaltung) of payments due to such claims shall only be permissible insofar as the counterclaims are undisputed or have been finally approved (rechtskräftig festgestellt) by a court or arise from the same contract under which the delivery or performance in question was made.
- c. If the Buyer is a merchant (Kaufmann), a legal entity under public law (juristische Person des öffentlichen Rechts) or a special fund under public law (öffentlich-rechtliches Sondervermögen) or if the Buyer has no general place of jurisdiction in the Federal Republic of Germany, the courts of competent jurisdiction in Munich, Germany, shall have exclusive jurisdiction with respect to any dispute or matter relating to this Agreement or the transactions contemplated hereby. Any dispute arising in connection with this Agreement shall be governed and resolved in accordance with the laws of Germany applicable therein without recourse to the conflict rules of the international private laws; therefore, in particular, the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement does not apply and is strictly excluded.
- d. For execution and interpretation of these Terms and Conditions, in case of disputes, the English version prevails.
- e. This Agreement is subject to cancellation by Blickfeld at any time without cost or liability to Blickfeld if ongoing due diligence discloses reasonable grounds for concluding that performance of the Agreement might result in non-compliance with applicable laws and regulations including but not restricted to anti-corruption and anti-money laundering requirements and any sanctions imposed on the Buyer or end user.