

General Terms and Conditions of Sale and Delivery (GTC)

for the sale of products and the provision of services in business-to-business (B2B) transactions

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1) Scope

1.1 These General Terms and Conditions of Sale and Delivery ("GTC") apply to all business relationships with our customers (the "Buyer"), in particular to contracts for the supply of products and the provision of services. The GTC apply only if the Buyer is an entrepreneur (sec. 14 German Civil Code – **BGB**), a legal entity under public law or a special fund under public law within the meaning of sec. 310 para. 1 BGB.

1.2 Our GTC apply exclusively. Divergent, conflicting or supplementary terms and conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly agreed to their application in writing. This requirement of consent also applies if the Buyer refers to its terms and conditions in the purchase order and we do not expressly object.

1.3 These GTC apply to contracts for the sale and/or delivery of movable items ("Goods"), digital content (e.g. software), services as well as combinations thereof. It is irrelevant whether we manufacture the Goods ourselves or purchase them from suppliers (secs. 433, 650 BGB). Unless otherwise agreed, these GTC in the version valid at the time of the Buyer's order or in the most recently communicated text form shall also apply as a framework agreement to similar future contracts without our having to refer to them again in each individual case.

1.4 Individually negotiated agreements with the Buyer in a specific case (including side agreements, supplements and amendments) and the statements in our order confirmation shall take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

1.5 Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. notices of defects, setting of deadlines, rescission or reduction) must be made in text form (e.g. letter, e-mail). Mandatory statutory form requirements and further evidence (if doubts exist as to the declarant's authority) remain unaffected.

1.6 Any references to the applicability of statutory provisions are for clarification purposes only. Statutory provisions apply even without such clarification insofar as they are not modified or excluded by these GTC.

2) Offer and Conclusion of Contract

2.1 Our offers are non-binding and subject to change. This also applies if we provide the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards) and other product, service or software descriptions or documents (including in electronic form). We reserve title and copyrights to all documents and digital content provided to the Buyer in connection with the order. Such documents and content may not be made available to third parties unless we have given the Buyer our prior express written consent.

2.2 The Buyer's order of Goods, a service or a digital product (e.g. software) constitutes a non-binding offer to enter into a contract within the meaning of sec. 145 BGB. Unless the order indicates otherwise, we are entitled to accept this offer within two weeks after receipt.

2.3 Acceptance of the Buyer's offer may be declared in writing (e.g. by order confirmation) or by dispatch of the Goods, by provision of a digital product (e.g. by download or access credentials), or by commencement of the service. If we do not accept the offer within the period set out in para. 2, any documents transmitted to the Buyer shall be returned to us without undue delay.

3) Prices and Payment Terms

3.1 Unless otherwise agreed in writing in a specific case, our prices current at the time of contract conclusion apply. For deliveries of Goods, prices are ex works/warehouse and exclusive of statutory VAT. Packaging costs are charged separately. For services or digital products, the prices apply per agreed unit or agreed scope as per offer or order confirmation. If no fixed price has been agreed, we reserve the right to make reasonable price adjustments for deliveries and services taking place three months or more after conclusion of the contract, due to changes in labour, material or distribution costs.

3.2 In the case of shipment of physical Goods (sale by dispatch), the Buyer shall bear the transport costs ex warehouse as well as the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer. No transport costs are incurred for digital products or services.

3.3 Payment of the purchase price shall be made exclusively to the account specified in the invoice. Cash discounts are permitted only if expressly agreed in writing.

3.4 Unless otherwise agreed, the purchase price is due for payment within **7 days** of the invoice date and delivery/provision of the Goods, service or digital product. However, we are entitled – also in the context of an ongoing business relationship – to carry out a delivery or service in whole or in part only against advance payment. We shall declare such a reservation no later than with the order confirmation.

3.5 The Buyer is in default if the 7-day payment period pursuant to sec. 3.4 expires without payment. During default, the purchase price shall bear interest at the statutory default interest rate pursuant to sec. 288 para. 2 BGB, i.e. **nine percentage points above** the applicable base interest rate. We reserve the right to assert further default damages. Our claim to commercial maturity interest under sec. 353 German Commercial Code (HGB) remains unaffected as against merchants.

3.6 If, after conclusion of the contract, it becomes apparent that our claim to payment is jeopardised by the Buyer's lack of performance ability (e.g. due to the filing of an insolvency petition), we are entitled under the statutory provisions to refuse performance and – after setting a deadline, where required – to rescind the contract (sec. 321 BGB). In contracts for the manufacture or provision of a non-fungible performance (e.g. bespoke items or customised services), we are entitled to rescind immediately. Statutory provisions on the dispensability of setting a deadline remain unaffected.

3.7 If pricing is based on a foreign currency (e.g. USD or CAD), we reserve the right to adjust the price if exchange rates fluctuate by more than **5%** between contract conclusion and invoicing (based on the ECB reference rate at the time of contract conclusion). The adjustment corresponds to the percentage deviation. The burden of proof lies with us.

3.8 If material preliminary services, components or modules of our products are procured in foreign currency (e.g. USD or CAD), we reserve the right to adjust the agreed price if the exchange rate against the Euro changes by more than **5%** compared to the level at contract conclusion. This applies only to Goods not yet delivered. The price adjustment is limited to the foreign-currency share and will be disclosed transparently.

4) Rights of Retention and Set-Off

The Buyer shall have rights of set-off or retention only if its counterclaims have been legally established, are undisputed or have been acknowledged by us and arise from the same contractual relationship. In the event of defects, the Buyer's counter-rights – in particular pursuant to sec. 8 para. 6 sentence 2 of these GTC – remain unaffected.

5) Delivery Period and Delay in Delivery

5.1 The delivery or performance period shall be individually agreed or stated by us upon acceptance of the order.

5.2 If we are unable to meet binding delivery or performance periods for reasons beyond our control, we shall inform the Buyer without undue delay and at the same time indicate the expected new delivery or performance period. If performance is still not available within the new period, we are entitled to rescind the contract in whole or in part; any consideration already provided by the Buyer will be refunded without undue delay. Non-availability in this sense shall be deemed to exist in particular in the event of failure of timely self-supply by our suppliers where we have concluded a congruent hedging transaction, other disruptions in the supply chain (e.g. force majeure, shortages of energy or raw materials, transport bottlenecks, governmental measures, industrial disputes, pandemics, natural disasters, cyberattacks) or where we are not obliged to procure in the individual case. The above applies mutatis mutandis to delays in the provision of software, digital services or other services if, for the reasons stated above, they cannot be performed on time or at all.

5.3 Whether a delay in delivery on our part exists is determined in accordance with statutory provisions. A prerequisite for our default in delivery is a reminder by the Buyer. In the event of delay, the Buyer may claim liquidated damages for delay. The lump-sum compensation shall amount to **0.5%** of the net price (delivery or performance value) for each completed calendar week of delay, but not more than **5%** of the value of the delayed delivery or service. We reserve the right to prove that the Buyer has suffered no damage or only significantly less damage than the aforementioned lump sum.

5.4 The Buyer's rights under sec. 10 of these GTC and our statutory rights, in particular in the event of exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

6) Delivery, Transfer of Risk, Acceptance, Default of Acceptance

6.1 Delivery is ex warehouse. The warehouse is also the place of performance for delivery and any subsequent performance. If the Buyer requests shipment to another destination (sale by dispatch), the Buyer shall bear the costs of shipment. If no agreement is made, we may determine the type of shipment (packaging, shipping route, carrier) ourselves. For services or digital performance (e.g. provision of software), the place of performance is the place where the performance is contractually provided or made available, unless otherwise agreed.

6.2 The risk of accidental loss and accidental deterioration shall pass to the Buyer upon handover of the Goods to the Buyer. In the case of sale by dispatch, the risk of accidental loss, accidental deterioration and the risk of delay shall pass already upon delivery of the Goods to the carrier. If acceptance of the Goods or performance has been

contractually agreed, acceptance shall be decisive for the transfer of risk. Further statutory provisions of the law on contracts for work and services remain unaffected. Handover or acceptance shall be deemed equivalent if the Buyer is in default of acceptance.

6.3 If the Buyer is in default of acceptance or if our delivery is delayed for other reasons for which the Buyer is responsible, we are entitled to compensation for the damage incurred, including additional expenses (e.g. storage costs). In such case, we shall charge a lump-sum compensation of **0.5%** of the net order value per calendar week of delay, commencing with the delivery period or – if no delivery period is specified – with the notice of readiness for dispatch, but not exceeding a total of **5%** of the net order value. Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation or termination) remain unaffected. The Buyer may prove that we incurred no damage at all or only significantly less damage than the above lump sum.

6.4 Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, rescission or termination) remain unaffected. However, the lump-sum compensation pursuant to sec. 6.3 shall be credited against further monetary claims. The Buyer remains entitled to prove that we incurred no damage at all or only significantly less damage than the above lump sum.

7) Retention of Title

7.1 We retain title to the delivered Goods until full payment of all our present and future claims arising from the purchase contract and from the ongoing business relationship (secured claims).

7.2 Prior to full payment of the secured claims, the Goods subject to retention of title may neither be pledged to third parties nor assigned as security. The Buyer must notify us in writing without undue delay if an application for insolvency proceedings is filed or if third parties (e.g. attachments) seize Goods belonging to us. If the third party is unable to reimburse us for the judicial and extrajudicial costs of an action pursuant to sec. 771 German Code of Civil Procedure (ZPO), the Buyer shall be liable to us for the loss incurred.

7.3 In the event of conduct by the Buyer in breach of contract, in particular non-payment of the due purchase price, we are entitled under statutory provisions to rescind the contract and/or to demand surrender of the Goods on the basis of retention of title. The demand for surrender does not at the same time constitute a declaration of rescission; rather, we are entitled merely to demand the Goods and to reserve rescission. If the Buyer fails to pay the due purchase price, we must have set the Buyer a reasonable deadline for payment without success before asserting these rights, unless setting such deadline is dispensable under statutory provisions.

7.4 Until revoked pursuant to para. 4(c), the Buyer is authorised to resell and/or process the Goods subject to retention of title in the ordinary course of business. In that case, the following provisions shall apply in addition:

a. Products resulting from combining, mixing or processing our Goods shall be subject to retention of title at their full value, and we shall be deemed the manufacturer. If, in the case of combining, mixing or processing with Goods of third parties, their ownership rights persist, we shall acquire co-ownership in proportion to the invoice values of the combined, mixed or processed Goods. In all other respects, the same applies to the resulting product as to the Goods supplied under retention of title. The Buyer also assigns to us for security any claims arising against a third party from combining the Goods subject to retention of title with real property; we hereby accept such assignment.

b. The Buyer hereby assigns to us, by way of security, its claims against third parties arising from the resale of the Goods or the product in the amount of the final invoice amount agreed with us (including VAT), in total or in the amount of our co-ownership share pursuant to para. 4(a). We accept the assignment. The obligations of the Buyer set out in para. 2 also apply with regard to the assigned claims.

c. The Buyer remains authorised, alongside us, to collect the claims. As long as the Buyer fulfils its payment obligations to us, no deficiency in its performance ability exists and we do not assert retention of title by exercising

a right under para. 3, we undertake not to collect the claims. If we assert a right under para. 3, we may require the Buyer to disclose the assigned claims and their debtors, to provide all information necessary for collection, to hand over the relevant documents and to notify the debtors (third parties) of the assignment. We are also entitled to revoke the Buyer's authorisation to resell and to process the Goods subject to retention of title.

d. If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities at the Buyer's request at our discretion.

7.5 As long as title has not yet passed to the Buyer, the Buyer is obliged to handle the Goods with care. In particular, the Buyer must insure them at its own expense against theft, fire and water damage at replacement value. This obligation applies in particular to high-value technical equipment. If maintenance and inspection work must be carried out, the Buyer shall perform such work in good time and at its own expense.

8) Buyer's Claims for Defects

8.1 The Buyer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly, installation or defective instructions) shall be governed by statutory provisions unless otherwise provided below. Statutory provisions on consumer sales (secs. 474 et seq. BGB) and the Buyer's rights under separately issued guarantees – in particular those of the manufacturer or service provider – remain unaffected.

8.2 Agreements concluded with the Buyer regarding the quality or intended use of the delivered Goods or provided services (including accessories and instructions) form the basis for any claims for defects. In particular, all product or service descriptions that are part of the individual contract or that were made publicly available by us – in catalogues, technical documents or on our website – at the time of contract conclusion are deemed quality agreements. If no specific quality has been agreed, freedom from defects shall be determined in accordance with statutory provisions, in particular sec. 434 para. 3 BGB.

8.3 For Goods with digital elements or other digital content – in particular software – we are obliged to provide and update such content only to the extent expressly resulting from a quality agreement pursuant to para. 2 or required by law. We assume no liability for public statements by the manufacturer or third parties unless they have expressly become part of the contract.

8.4 We are not liable for defects that the Buyer knows at the time of contract conclusion or that it does not know due to gross negligence (sec. 442 BGB).

8.5 The Buyer's claims for defects exist only if the Buyer has complied with its statutory duties to examine the Goods and to notify defects (secs. 377, 381 HGB). If the Goods are building materials or other Goods intended for installation or further processing, an inspection must be carried out immediately prior to processing. Notice in writing must be given to us without undue delay if a defect becomes apparent during delivery, inspection or at a later time. Obvious defects must be notified within **5 business days** of delivery and concealed defects within the same period after discovery. If the Buyer fails to duly perform its duty to examine and/or notify defects, our liability for the defect not, not timely or not duly notified is excluded under statutory provisions. If the Goods were intended for installation, attachment or assembly, this also applies if the defect only became apparent after the corresponding processing due to non-compliance with the aforementioned duties. In such cases, the Buyer has no claims for reimbursement of removal and installation costs.

8.6 If the delivered Goods are defective, we, as the seller, have the right to choose whether to remedy the defect (repair) or to deliver Goods free of defects (replacement). If the type of subsequent performance chosen by us is unreasonable for the Buyer in the individual case, the Buyer may refuse it. We reserve the right to refuse subsequent performance under statutory requirements. We may also make subsequent performance conditional upon the Buyer paying the due purchase price. The Buyer remains entitled to retain a reasonable portion of the purchase price in proportion to the defect.

8.7 The Buyer must allow us the necessary time and opportunity for subsequent performance. In particular, the Buyer must hand over the item for which it has asserted a defect for inspection. If we deliver a replacement, the Buyer must return the defective Goods in accordance with statutory provisions. However, the Buyer has no independent right to demand return.

8.8 Unless we are contractually obliged to do so, subsequent performance does not include the removal, detachment or de-installation of the defective item nor the installation, attachment or installation of a defect-free item. Claims by the Buyer for reimbursement of removal and installation costs remain unaffected.

8.9 We shall reimburse the expenses necessary for inspection and subsequent performance (transport, labour and material costs and, where applicable, removal and installation costs) in accordance with statutory provisions and these GTC if a defect is present. However, we may demand reimbursement of costs incurred due to an unjustified request to remedy a defect if the Buyer knew or could have recognised that no defect actually existed.

8.10 The Buyer is entitled to remedy the defect itself and to demand reimbursement of the objectively necessary expenses if there is an urgent case (e.g. risk to operational safety or to prevent disproportionate damage). The Buyer must inform us without undue delay in the event of self-remedy. If we would be entitled to refuse subsequent performance under statutory provisions, the Buyer has no right to self-remedy.

8.11 The Buyer may rescind the purchase contract or reduce the purchase price in accordance with statutory provisions if a deadline to be set by the Buyer for subsequent performance has expired without success or is dispensable under statutory provisions. In the case of an insignificant defect, however, the Buyer has no right of rescission.

8.12 The Buyer's claims for reimbursement of expenses pursuant to sec. 445a para. 1 BGB are excluded unless the last contract in the supply chain is a consumer sale (secs. 478, 474 BGB) or a consumer contract for the provision of digital products (sec. 445c sentence 2, sec. 327 para. 5, sec. 327u BGB).

8.13 Claims for damages or reimbursement of futile expenses by the Buyer (sec. 284 BGB) shall exist, even in the case of a defect, only in accordance with secs. 9 and 10 of these GTC.

9) Limitation Period

9.1 The general limitation period for the Buyer's claims based on material and legal defects shall, contrary to sec. 438 para. 1 no. 3 BGB, be **one year** from delivery. If acceptance is agreed, the limitation period begins with acceptance.

9.2 Statutory special provisions on limitation – in particular sec. 438 para. 1 no. 1 and para. 3, secs. 444, 445b BGB – remain unaffected.

9.3 The above limitation periods under sales law also apply to the Buyer's contractual and non-contractual claims for damages based on a defect in the Goods, unless application of the regular statutory limitation (secs. 195, 199 BGB) would lead to a shorter limitation period in the individual case. The Buyer's claims for damages pursuant to sec. 10 paras. 1 and 2 as well as under the Product Liability Act shall be subject exclusively to the statutory limitation periods.

10) Other Liability

10.1 Unless otherwise provided in these GTC, including the following provisions, we shall be liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions.

10.2 We shall be liable for damages – on whatever legal grounds – within the scope of fault-based liability for intent and gross negligence. In the event of simple negligence, we shall be liable only:

a) for damages resulting from injury to life, limb or health; and

b) for damages resulting from the breach of an essential contractual obligation (an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely); in such cases, our liability is limited to compensation for the foreseeable, typically occurring damage.

10.3 The limitations of liability under para. 2 also apply to third parties and to breaches of duty by persons whose fault we are responsible for under statutory provisions. They do not apply insofar as we have fraudulently concealed a defect or assumed a guarantee for the quality of the Goods and for claims under the Product Liability Act.

10.4 The Buyer may rescind or terminate the contract due to a breach of duty not consisting of a defect only if we are responsible for the breach. The Buyer's right to terminate at will (in particular pursuant to secs. 650, 648 BGB) is excluded. Otherwise, statutory requirements and legal consequences apply.

11) Choice of Law and Venue

11.1 These GTC and all legal relationships between us as seller and the Buyer shall be governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

11.2 If the Buyer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office. However, we are also entitled to bring action at the Buyer's general place of jurisdiction.

11.3 Mandatory statutory provisions, in particular on exclusive jurisdictions, remain unaffected.

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