

General Terms and Conditions of Sale
M.J. Additive GmbH

We confirm your order subject to the exclusive application of our General Terms and Conditions of Sale:

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1. Scope of Application

- 1.1 These General terms and Conditions of Sale shall apply exclusively. We shall not recognise any deviating or conflicting terms and conditions unless we have expressly agreed to their validity in writing.
- 1.2 These General Terms and Conditions of Sale shall also apply to all future transactions between the parties, even where we deliver the goods in the knowledge of deviating or conflicting terms and conditions.
- 1.3 Any individual agreements concluded with the buyer in a particular case (including ancillary agreements, supplements and amendments) and any statements made in our order confirmation shall prevail over these General Terms and Conditions of Sale. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive as to the content of such agreements.
- 1.4 These General Terms and Conditions of Sale apply only to entrepreneurs within the meaning of (§ 14 (1) BGB) or legal entities under public law.

2. Offer, Conclusion of Contract

- 2.1 Our offers are non-binding unless expressly designated as binding or containing a specific period for acceptance. Our quotations and cost estimates must not be disclosed to third parties without our prior written consent.
- 2.2 All agreements between the buyer and us relating to the performance of the contract must be recorded in writing.
- 2.3 The buyer's order shall constitute a binding offer within the meaning of Section 145 of the German Civil Code (BGB), which we may accept within three weeks.
- 2.4 A contract for delivery, including these General Terms and Conditions of Sale, shall only come into existence if the buyer accepts our binding offer within the specified acceptance time period or if we accept the buyer's order within that time period and issue a written confirmation of acceptance of the buyer's order. We shall not be obliged to issue such written confirmation where this cannot reasonably be expected under the given circumstances or where the buyer has waived this requirement.

- 2.5 Any verbal agreements made prior to the conclusion of the contract shall be legally non-binding and shall be superseded by the written contract, unless their content expressly indicates that they are to remain legally binding.
- 2.6 Product descriptions, documents and data (such as weight, dimensions, suitability, tolerances or technical data) that we provide to the buyer, including those in electronic form, are non-binding and do not constitute a guarantee in terms of the composition or qualities of the product. Minor deviations shall be permissible, provided that the product remains fit for the contractually intended purpose.

3. Prices, Payment

- 3.1 Unless otherwise expressly agreed in writing in individual cases, our prices applicable at the time of the order shall apply.
- 3.2 All price quotations are prepared individually for our buyers in accordance with the INCOTERMS® 2020 contract and delivery terms. All prices are quoted in the agreed currency and are exclusive of the statutory value added tax applicable at the time of delivery and, where applicable, transport costs.
- 3.3 Payment shall be due upon delivery and receipt of the invoice. Payment of the purchase price must be made within 14 days of receipt of the invoice exclusively to the bank account specified therein. The deduction of discounts shall only be permitted if expressly agreed in writing. Notwithstanding any ongoing business relationship, we shall be entitled at any time to make delivery wholly or partially conditional upon advance payment. We shall declare any such reservation at the latest upon issuing the order confirmation.
- 3.4 The buyer shall be in default upon expiry of the aforementioned payment period. During default, interest shall accrue on the purchase price at the applicable statutory default interest rate pursuant to Section 288 (2) of the German Civil Code (BGB) currently at a rate of nine percentage points above the applicable base rate. We reserve the right to assert further claims for damages caused by default. Our claim to commercial interest on arrears pursuant to Section 353 of the German Commercial Code (HGB) against merchants shall remain unaffected.
- 3.5 If, after conclusion of the contract, it is foreseeable that our claim to payment of the purchase price is jeopardised by the buyer's inability to pay (e.g. due to the filing of insolvency proceedings), we shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary, to rescind the contract after setting a deadline (§ 321 BGB). In contracts concerning the manufacture of non-fungible goods (custom-made items), we may declare rescission immediately. Statutory provisions concerning the dispensability of setting a deadline shall remain unaffected.
- 3.6 Invoices shall be deemed delivered no later than three days after the invoice date to the most recent billing address provided by the buyer.
- 3.7 Payments shall only be deemed made once the full amount due has been irrevocably credited to one of our bank accounts.

4. Delivery Period and Delay

- 4.1 The delivery period shall either be agreed individually or specified by us upon acceptance of the order. Failing such agreement, we shall endeavour to deliver within a reasonable period of time.
- 4.2 If we are unable to comply with contractually agreed delivery periods for reasons not attributable to us, we shall inform the buyer of this circumstance without delay and notify them of the expected or new delivery date. If performance remains impossible within the newly notified period due to unavailability of supply, we shall be entitled to rescind the contract in whole or in part; and we shall reimburse without undue delay any consideration already paid by the buyer (in the form of the purchase price payment). Supply shall be deemed unavailable, in particular where, our supplier has failed to deliver on time, where we have concluded a congruent substitute transaction, where there are other disruptions in the supply chain (e.g. due to force majeure) or if no procurement obligation exists in individual cases.
- 4.3 If, for reasons not attributable to us, we do not receive deliveries or services from our suppliers, or if they are received incorrectly or late, or if events of force majeure occur, the provisions of clause 13 shall apply.

This shall also apply if the circumstances specified in clause 13.1 occur after we have fallen into default and if force majeure occurs at our suppliers.

5. Delivery, Transfer of Risk, Acceptance, Default of Acceptance

- 5.1 For deliveries ex stock, the warehouse shall be deemed the place of performance for the delivery. This place shall also be deemed the place of performance for any subsequent performance. The goods shall be made available for collection by the buyer at our plants.
- 5.2 Where the goods are dispatched at the buyer's request to another destination (sale by dispatch), this shall be deemed the place of performance of the contract. The costs for this shall be invoiced separately to the buyer as agreed. The transfer of risk to the buyer shall occur as soon as the goods are handed over for transport. In the absence of any contractual agreement, we shall be entitled to determine the mode of dispatch (packaging, shipping route, transport company) at our discretion.
- 5.3 Upon handover of the goods to the buyer, the risk of accidental loss and accidental deterioration shall pass to the buyer. In the case of a sale by dispatch to a place other than the place of performance, the risk of accidental loss of the goods, accidental deterioration of the goods and the risk of delay in delivery shall pass to the buyer upon delivery of the goods to the forwarding agent or carrier. Where acceptance of the goods has been contractually agreed, such acceptance shall be decisive for the transfer of risk. Further statutory provisions governing contracts for work and services shall remain unaffected. Handover or acceptance of the goods shall be deemed to have occurred even if the buyer is in default of acceptance.
- 5.4 If the buyer is in default of acceptance or if delivery is delayed for reasons attributable to the buyer, we shall be entitled to claim compensation from the buyer for the damage incurred, including additional expenses (e.g. storage costs). In such a case, we reserve the right to charge the buyer a lump-sum compensation of 150,00 € per calendar day (commencing upon expiry of the agreed delivery period or, where no delivery period has been specified, upon notification of readiness for dispatch).
- 5.5 Proof of higher damages and our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; the lump-sum shall however be set off against further monetary claims. The buyer reserves the right however to prove that no damage or only significantly lower damage than the aforementioned lump-sum has been incurred.
- 5.6 In all other respects, the INCOTERMS® 2020 applicable at the time of conclusion of the contract shall apply. Unless expressly agreed otherwise, deliveries shall be made ex works, "EXW".

6. Retention of Title

- 6.1 The goods shall remain the property of the seller until all claims (including any balance claims arising from a current account or any claims for damages) to which the seller is entitled against the buyer whether present or future arising from any legal ground have been fully satisfied. Any Processing or transformation shall always be carried out for the seller as manufacturer, but without any obligation on the seller. Should the seller's ownership cease, e.g. by commingling, it is hereby agreed that the buyer's ownership of the resulting uniform item shall be transferred to the seller on a pro rata basis. The buyer shall store the seller's property free of charge. Goods to which the seller has ownership rights shall hereinafter be referred to as reserved goods.
- 6.2 The buyer shall be entitled to resell the goods subject to retention of title in the ordinary course of business, provided that the buyer is not in default, no application for the opening of insolvency proceedings has been filed and there is no other default on the part of the buyer that could jeopardise enforcement of our claims. In the event of resale, the buyer hereby assigns to us all future claims, including ancillary claims, that the buyer has against its customers. We hereby accept such assignments. Furthermore, in such cases we may demand that the buyer disclose to us the assigned claims and debtors, provide us with all information necessary for the enforcement of the claims and notify the debtors of the assignment.
- 6.3 Pledges or transfers by way of security shall not be permitted. In such cases, the buyer hereby assigns to us by way of security all claims arising from such resale, whether this takes place before or after any processing of the goods delivered under retention of title. Notwithstanding our right to collect the claim ourselves, the buyer shall remain authorised to collect such claims on our behalf even after the assignment. This

authorisation to collect may only be revoked if the buyer fails to properly meet its payment obligations. In such circumstances, we undertake not to collect the claims ourselves for so long as and to the extent that the buyer duly fulfills its payment obligations, no insolvency application has been filed and no suspension of payments has occurred.

- 6.4 In the event of access by third parties to the reserved goods subject to retention of title, in particular seizures, the buyer shall inform them of our ownership and notify us without undue delay, so that we can take legal action to protect our rights. If the third party is unable to reimburse the seller for the judicial or extrajudicial costs incurred in this connection, the buyer shall be liable for covering such costs.
- 6.5 In the event of a breach of contract by the buyer, in particular default in payment, we shall be entitled to rescind the contract and demand return of the reserved goods under retention of title.
- 6.6 Rescission of the contract shall not be required for the enforcement of our rights arising from retention of title, unless the debtor is a consumer.
- 6.7 The buyer shall handle the reserved goods with due care and adequately insure them.
- 6.8 Insofar as our claims are undoubtedly secured in total by the aforementioned assignments or retentions to an extent exceeding 125%, any surplus of outstanding amounts or reserved goods subject to retention of title shall be released at the buyer's request at our reasonable discretion.

7. Intellectual Property Rights

- 7.1 If goods are manufactured in accordance with the buyer's specifications and this results in an infringement of third party intellectual property rights, the buyer shall indemnify and hold us harmless against all claims by third parties arising from such infringement.
- 7.2 In the event of the buyer's breach of contract, his intellectual property rights shall not prevent us from utilising the goods in accordance with the contract.

8. Product Quantity, Product Description

- 8.1 We shall at all times be entitled to deliver up to 5% above or below the agreed quantity.
- 8.2 The quality of the goods shall be determined solely by our product description, specifications and labels.
- 8.3 Intended uses of the products specified in Article 37.2 of Regulation (EC) No. 1907/2006 (REACH Regulation) shall neither constitute an agreement on the contractual quality of the products nor their contractually specified use.
- 8.4 Our technical recommendations, whether provided verbally, in writing, or through testing, are given to the best of our knowledge, but without warranty. Such recommendations shall not exempt the buyer from its obligation to inspect the delivered goods for suitability and the intended processes and purposes.

9. Obligation to Inspect and Give Notice of Defects

- 9.1 The buyer shall inspect the goods without undue delay upon delivery at the agreed destination, or in the case of collection by the buyer, upon receipt
 - a) for quantities, weight and packaging and to record any complaints on the delivery note, consignment note or the warehouse's receipt/removal note, and
 - b) conduct at least a spot check quality inspection by opening the packaging (cartons, sacks, cans, films, etc.) to an appropriate extent and examine the goods themselves for any externally visible defects.
- 9.2 When giving notice of any defects, the buyer must comply with the following requirements as to form and deadlines:
 - a) The notice must be given by the end of the working day following the delivery of the goods to the agreed destination or their acceptance. In the event of a complaint regarding a hidden defect that remained undiscovered despite a proper initial inspection in accordance with clause 9.1 above, a different deadline applies, whereby the notice must be given by the end of the working day following the discovery of the defect, but no later than two weeks after delivery of the goods or their acceptance.
 - b) The complaint must be submitted to us in writing, by e-mail or by fax within the prescribed period. A complaint made by telephone shall be insufficient. Notices given to commercial agents, brokers or agents shall not be effective.

- c) The notice must clearly specify the nature and extent of the alleged defect.
 - d) The buyer shall make the goods subject to complaint available for inspection by us, our suppliers or experts commissioned by us at the place of inspection.
- 9.3 Any complaints regarding the quantity, weight and packaging of the goods shall be excluded if the requisite note under clause 9.1 a) above is not recorded on the delivery note, consignment note or receipt. Furthermore no claims shall be accepted once the buyer has mixed , reused, resold or commenced processing or treatment of the delivered goods.
- 9.4 Goods not duly notified as defective in the prescribed form and within the specified period shall be deemed accepted and approved.

10. Buyer's Claims for Defects, Damages and Reimbursement of Expenses

- 10.1 Unless otherwise expressly stipulated below, the buyer's rights in respect of material defects and defects of title (including incorrect and short delivery) shall be governed by the statutory provisions.
- 10.2 Any agreements that we concluded with buyers regarding the quality and recommended use of the goods shall generally form the basis of our liability for defects within the scope of the warranty. A quality agreement encompasses all product descriptions and manufacturer's specifications that are the subject of the individual contract or that were publicly disclosed by us at the time the contract was concluded. In the absence of an agreed quality, the existence of a defect shall be determined in accordance with the provisions of Section 434 (3) of the German Civil Code (BGB). Against this background, it should be noted that public statements made by the manufacturer in advertising or on the labelling of the goods shall take precedence over statements made by third parties.
- 10.3 If the delivered goods are defective, we as the seller shall have the right to choose whether to remedy the defect by rectifying it (repair) or by delivering a defect-free item (replacement delivery). Should the type of remedy we have chosen be unreasonable for the buyer in particular cases, the buyer may refuse it. Nevertheless, we reserve the right to refuse subsequent performance under the statutory conditions. Furthermore, we are entitled to make our subsequent performance conditional upon the buyer paying the purchase price that is due. The buyer shall however, be entitled to withhold a portion of the purchase price proportionate to the defect.
- 10.4 The buyer shall grant us the necessary time and opportunity to carry out the subsequent performance, in particular by making the item for which a defect is being claimed, available for inspection. In the event that we deliver a defect free replacement, the buyer shall return the defective item to us in accordance with the statutory provisions. However, the buyer is not entitled to assert a claim for return.
- 10.5 We shall reimburse the expenses necessary for inspection and subsequent performance (transport, labour and material costs as well as any removal and installation costs) in accordance with the statutory provisions and these General Terms and Conditions of Sale provided that a defect actually exists. However, we may request reimbursement from the buyer for the costs incurred as a result of an unjustified request to remedy a defect.
- 10.6 The buyer shall be entitled to remedy the defect themselves and to demand reimbursement of the objectively necessary expenses incurred for this purpose if there is an urgent case (e.g. in the event of danger to operational safety or to prevent disproportionately high damages). The buyer must inform us without undue delay prior to undertaking self-remedy. Should the seller be lawfully entitled to refuse subsequent performance in accordance with the statutory provisions, the buyer shall not be entitled to undertake self remedy of the defect.
- 10.7 The buyer may rescind the purchase contract or reduce the purchase price in accordance with the statutory provisions if a reasonable deadline set by the buyer for subsequent performance has expired without success or is dispensable under the statutory provisions. In the case of a minor defect however, the buyer shall not be entitled to rescind the contract.
- 10.8 All claims for damages and reimbursement of expenses against us shall become time-barred 12 months after delivery of the goods, in cases of tortious liability the limitation period shall commence upon knowledge or grossly negligent ignorance of the circumstances giving rise to the claim or of the person liable for compensation. This shall not apply in cases of intent and in the cases specified in clause 10.9 below.

Should the application of the statutory limitation provisions in any individual case lead to an earlier limitation of the buyer's claims against us than under the above provisions, the statutory limitation period shall prevail.

- 10.9 The provisions of the preceding clauses 10.1 to 10.8 shall not apply in cases of strict liability, if there is liability for injury to life, limb or health, if a quality guarantee has been provided or if a defect has been fraudulently concealed.

11. Exclusion of Liability/Limitation of Liability

11. Irrespective of the legal basis, we shall not be liable for any loss or damage (including expenses) incurred by the buyer as a result of slight negligence on our part or slight negligence on the part of our legal representatives, employees, workers, agents and vicarious agents, or as a result of gross negligence by our non-executive employees or ordinary vicarious agents. This exclusion shall not apply to claims arising from the breach of material contractual duties, the performance of which is essential to enable the proper execution of the contract in the first place and compliance with which the buyer may ordinarily rely on. (cardinal duties).
- 11.2 Insofar as we are liable for damages in accordance with the above clause 11.1, our liability for all damages and claims for reimbursement of expenses, whether contractual, non-contractual or otherwise, and regardless of their legal nature, shall be limited to the foreseeable damages typically arising in connection with contracts of this type.
- 11.3 Insofar as we are liable for damages in accordance with the above clause 11.1, our total liability shall be limited to 100% of the value of the goods delivered.
- 11.4 The above exclusions and limitations of liability shall not apply to claims arising from injury to life, limb or health nor to claims under the Product Liability Act. Mandatory statutory provisions shall therefore remain unaffected.
- 11.5 We shall not be held liable for losses or damage attributable to any of the circumstances specified in clause 13 of these General Terms and Conditions.
- 11.6 We shall not be liable for any loss or damage arising from impossibility or delay in fulfilling our delivery obligations if such impossibility or delay results from proper compliance with regulatory and statutory obligations under the REACH Regulation, triggered by the buyer.
- 11.7 Any exclusion or limitation of liability in our favour in accordance with the provisions of clause 13 shall also apply in favour of our legal representatives, employees, workers, agents and vicarious agents.

12. Right of Retention/Set-off/Reduction

- 12.1 The buyer shall only be entitled to set-off, retain or reduce the purchase price if the counterclaims asserted by him have been legally established or expressly acknowledged by us.
- 12.2 We reserve the right to set-off even where mutual claims are denominated in different currencies. The applicable exchange rate shall be the official mid-rate published on the Frankfurt Foreign Exchange Market on the day of the declaration of set-off.

13. Force Majeure

13.1 Definition

"Force majeure" shall mean the occurrence of an event or circumstance ("force majeure event") that prevents a party from fulfilling one or more of its contractual obligations under the contract, if and to the extent that the party affected by the obstacle ("affected party") demonstrates that:

- a) the impediment is beyond its reasonable control; and
- b) it could not reasonably have been foreseen at the time the contract was concluded; and
- c) the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

13.2 Non-performance by third parties

Where a party fails to fulfil one or more of its contractual obligations due to a failure on the part of a third party whom it has engaged to perform the entire contract or part of the contract, that party may only invoke

force majeure to the extent that the requirements for the existence of force majeure, as defined in paragraph 1 of this clause, apply not only to the party but also to third parties.

13.3 Presumed events of force majeure

The conditions for the acceptance of force majeure are met by:

- a) war (whether declared or undeclared, hostilities, attack, acts of foreign enemies, extensive military mobilisation);
- b) civil war, riots, rebellion or revolution, military coup, insurrection, acts of terrorism, sabotage or piracy;
- c) Currency and trade restrictions, embargo sanctions;
- d) Interruption of supply chains and transport routes (e.g. closure or blockage of maritime routes, railways, etc.), whether in relation to the supply of raw materials required for the manufacture of the goods or in relation to the delivery of the goods from us to the buyer;
- e) Lawful or unlawful governmental acts, compliance with laws or government orders, expropriation, seizure of production facilities, requisition, nationalisation;
- f) Plague, epidemic, pandemic, natural disaster or extreme natural event;
- g) Explosion, fire, destruction of equipment, prolonged failure of means of transport, telecommunications, information systems or energy;
- h) general industrial unrest such as boycotts, strikes or lockouts, go-slows, occupation of factories and buildings.

13.4. Notification

The affected party shall notify the other party of the event without undue delay.

13.5. Consequences of force majeure

A party that successfully invokes this clause shall be released from its contractual obligations and from any liability for damages or any other contractual remedies for breach of contract, provided that it gives immediate notice thereof. If notice is not given without undue delay, the release shall only take effect from the time the notice reaches the other party. The other party may suspend performance of its own obligations from the time of such notification if force majeure is deemed to exist.

13.6. Duty to mitigate

The affected party shall take all reasonable measures to mitigate the effects of the force majeure event.

14. Export Control

14.1 We hereby notify the buyer that in the event of any resale or other transfer of our goods to a country other than that of the buyer's registered office or the contractually agreed place of delivery, the buyer shall bear sole responsibility for informing itself about the technical, official, statutory and legal requirements applicable there. It is the buyer's sole responsibility to verify whether such requirements exist. Should the buyer require specific information about our goods for this purpose, we shall provide this upon request. We would like to draw the buyer's attention to the fact that European and German foreign trade law applies to the export of goods and that individual deliveries may be subject to export control restrictions and prohibitions. This applies in particular to so-called military-goods and dual-use goods. The relevant legal provisions are, in particular, Regulation (EC) No. 428/2009 (EC Dual-Use Regulation) and its annexes, the Foreign Trade Act (AWG), the Foreign Trade Regulation (AWV) and its annex (Part I Sections A and B of the German Export List), in their currently valid versions.

14.2 The buyer undertakes to acknowledge and comply with European and German export control regulations and embargo regulations. Furthermore, the buyer undertakes not to sell, export, re-export, deliver, transfer or otherwise make available the delivered goods, either directly or indirectly, to persons, companies, institutions, organisations or countries insofar as this would constitute a breach of European and German export control regulations or embargo regulations.

14.3 Upon request, the buyer shall be obliged to provide us with appropriate and complete information regarding the end use of the goods or services to be delivered, in particular to issue so-called end-use certificates (EUCs) and forward the originals to us in order to verify the end use and intended purpose of the goods or services to be delivered and provide evidence of this to the competent export control authority.

15. REACH Clause

If the buyer notifies us of a use within the meaning of Article 37.2 of Regulation (EC) No. 1907/2006 (REACH Regulation) which necessitates an update of the registration or the chemical safety report or gives rise to any other obligation under the REACH Regulation, the buyer shall reimburse us for all demonstrable costs incurred. We shall not be liable for any delays in delivery arising from the notification of such use and our compliance with the corresponding obligations under the REACH Regulation.

16. Place of Performance/Jurisdiction/Applicable Law

16.1 The place of performance shall be our registered works at Lise-Meitner-Straße 8, 59581 Warstein-Belecke, GERMANY.

16.2 The place of jurisdiction shall be Warstein. However, we may also choose another place of jurisdiction.

16.3 The law of the Federal Republic of Germany shall apply. The application of International sales law is excluded. This expressly includes the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17. Severability

Should any provisions of these General Terms and Conditions of Sale be invalid or unenforceable, the remaining provisions shall remain in full force and effect. In place of any invalid provisions, a provision shall apply which, to the extent legally permissible, most closely reflects the economic purpose of the invalid provision. The same shall apply in the event of any contractual gaps.

18. Prevailing German Version

These General Terms and Conditions shall be interpreted in accordance with German law. In the event of any discrepancy between the legal meaning of a translation and the German legal meaning, the German meaning shall prevail.

Effective as of December 2025