

§ 1 Area of application

(1) These Service Terms and Conditions (STCs) are definitive for all contracts with the Customer for performance of repair and/or maintenance work or other service work, services (hereinafter jointly referred to as 'work') of MEIKO Maschinenbau GmbH & Co. KG or MEIKO Deutschland GmbH (hereinafter referred to either as MEIKO or the MEIKO company). The STCs apply only if the Customer of the MEIKO company is a company (§ 14 German Civil Code), a domestic or foreign corporate body under public law, or a special fund under public law.

(2) The STCs also apply in their respective version as a framework agreement for future contracts for performance of work with the same Customer, without the need for the MEIKO company to refer to them in each individual case.

(3) These STCs apply exclusively. **Deviating, opposing or supplementary purchasing conditions and/or general terms and conditions of business of the Customer are part of the contract only and insofar as the MEIKO company in its contractual relationship with the Customer has expressly agreed to their applicability in writing.** This approval requirement applies in every case, for example, even when the MEIKO company carries out the work without reservation while knowing of the Customer's terms and conditions.

§ 2 Quotations and conclusion of contract

The offers of the MEIKO company regarding the performance of work are subject to change. The Customer's ordering of the work is considered a binding offer of contract for the MEIKO company in question. The MEIKO company is entitled to accept this offer of contract through execution, but not later than within 10 days of receipt at the MEIKO company.

§ 3 Content of the contract

(1) The contract concluded in writing, including these STCs, is solely definitive for the legal relationships between MEIKO and the Customer. Oral offers are legally non-binding and only become valid if they are confirmed in writing by MEIKO.

(2) MEIKO's statements about the subject of the work (e.g. weights, dimensions, values in use, load capacity, tolerances and technical data) as well as the depictions of these (e.g. drawings and figures) are only approximately definitive unless exact correspondence has been expressly promised or use for the contractually intended purpose requires it. Deviations that are customary in the trade, deviations that result from legal regulations or represent technical improvements and replacement of components through parts of equal value are permitted if they do not impair usability for the contractually intended purpose.

§ 4 Obligations of the Customer in the case of work performed by MEIKO; transfer of ownership of replaced machine parts

(1) The location of the work in the Customer's field of activity must be made freely accessible by the Customer at the agreed time. The Customer bears the costs that result from any hindrances. The Customer or an authorised representative shall be available as a contact person for the period during which the work is performed. The Customer shall take all measures necessary to protect people and material at the location and will inform the executing service technicians from MEIKO about all existing safety regulations that are significant for their work. The Customer is responsible for the monitoring of and compliance with safety regulations. If approvals by third parties are required for performing the work, the Customer shall obtain them before the work assigned to MEIKO is begun.

(2) If the service technicians from or working for MEIKO replace machine parts of any kind or even the entire machine, **the Customer agrees to transfer of ownership of the replaced part or replaced machine to MEIKO** if MEIKO or the service technician takes possession of the machine parts. The purpose is to be able to carry out a possible warranty check or other investigations into wear and tear, etc. MEIKO will dispose of the parts professionally and free of charge for the Customer.

§ 5 Prices for repairs and maintenance work; payment

(1) a) The prices for **repairs** are broken down as follows:

- . Base flat rate depending on the distance (km, zone)
- . Rate per hour
- . Spare part costs
- . Additional charges for work done outside normal working hours
- . Additional expenditure at the request of the Customer

The amount of the above-stated costs is determined by the order agreed with the Customer; if no specific agreement is made, the current MEIKO cost rates and price lists apply.

b) The prices for **maintenance work** and other work apply as agreed. If not expressly excluded in the relevant agreement, the cost rates named under § 5 1 a) also apply.

(2) Invoicing is in euros. The statutory value added tax is stated separately on the invoice, at the amount legally applicable on the invoice date.

(3) **All prices are due without deduction within the agreed payment period; if no written agreement has been made, within 10 days from date of invoice.**

(4) MEIKO is entitled to perform deliveries or services which are still outstanding only in return for prepayment or provision of security if, after signing of the contract, it is made aware of circumstances that materially impair the creditworthiness of the Customer. If the Customer fails to provide the prepayment or security within a suitable time set by us, MEIKO can withdraw from the contract and demand payment for damages for breach of contract.

(5) The Customer is entitled to assert offset or lien rights only if its claim has been established as legally binding or is uncontested. In case of defects in delivery, § 8 par. 4 remains unaffected.

§ 6 Place of performance; delivery; express delivery; transfer of risk

(1) The place of performance for the delivery and any subsequent performance or reversal is Offenburg.

(2) Delivery to the Customer shall be made in accordance with CPT INCOTERMS 2020; freight costs shall be charged according to expenditure. MEIKO is entitled to determine the type of shipment (in particular transport company, shipping route, packaging) itself.

(3) **The Customer is obligated to report to the carrier, specifically and IMMEDIATELY, any defects in and damage to the transport packaging when the goods are received and to inform MEIKO IMMEDIATELY by email at spareparts@meiko-global.com.** Transport damages which were recognizable for the Customer, however, were not reprimanded and reported as aforementioned by the Customer, are not taken over by MEIKO.

(4) **MEIKO rejects any liability for damages or additional costs to the Customer or recipient resulting from express deliveries, requested by the Customer through MEIKO to the carrier, that were not delivered on time, even though MEIKO transmitted the request to the carrier in time to deliver the shipment before the deadline.**

(5) The risk of accidental loss or deterioration of the product passes to the Customer no later than with its transfer. But in the case of sale by dispatch, the risk of accidental loss or deterioration of the product and risk of delay passes when the product has been delivered to the carrier, forwarding agent, or the person or agency charged with execution of the shipment. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply, as applicable, mutatis mutandis to an agreed acceptance. Any delay in acceptance by the Buyer shall be considered transfer and/or acceptance.

§ 7 Period for delivery, repair and maintenance work or work; default in acceptance and flat-rate costs

(1) The deadline will be individually agreed or specified by MEIKO when the order is accepted.

(2) The legal regulations determine when the company is in default. But in all cases, a reminder by the Customer to MEIKO is required. MEIKO is not liable for impossibility of performance or delays in performance caused by force majeure or other events not foreseeable when the contract was signed (e.g. operational problems of all kinds, difficulties procuring materials or energy, transportation delays, strikes, shortages of labour, energy or raw materials, failure by government officials to grant required approvals or difficulties in obtaining them, in particular export approvals, official measures, or failure to deliver, late delivery or incorrect delivery by suppliers) and which are beyond MEIKO's control.

(3) If MEIKO cannot meet established deadlines for reasons beyond MEIKO's control (e.g. unavailability of the service), MEIKO shall inform the Customer without delay and specify the expected new date of performance. If MEIKO cannot perform the service by this new date as well, MEIKO

is entitled to withdraw from the contract in whole or in part; it will immediately return any consideration provided by the Customer. The legal rights to withdraw from the contract as well as the legal regulations on winding up the contract if the duty of performance is eliminated (e.g. impossibility or unconscionability of the service and/or subsequent performance) remain unaffected. The Customer's rights to withdraw from the contract in accordance with § 8 of these STCs also remain unaffected.

(4) If the Customer is delayed in acceptance, fails to provide required assistance, or MEIKO's performance is delayed for other reasons within the Customer's control, MEIKO is entitled to demand compensation for the resulting damages, including additional expenses, in particular storage costs. For this delay, MEIKO charges a standard compensation fee of 0.5% of the invoice amount per week, starting with the day it announces its readiness to ship the product or with the day the Customer announced a delay in reception if this delay occurs after shipment. Proof of greater damages and legal claims (in particular, compensation for additional expenses, appropriate compensation, termination) remain unaffected; however, the standard compensation fee is offset against any further monetary claims. The Customer is permitted to prove that no damages, or lower damages than the above percentages were sustained.

§ 8 Liability for material defects

(1) The statutory definition of defect applies for work. Replacement parts become our property.

(2) Defects arising after the work must be reported to MEIKO in writing without delay, along with a detailed description of the defect claimed. The report is considered timely if given within 5 working days, whereby timely sending of the report is sufficient to comply with the deadline.

(3) If the Customer fails to ensure proper examination and/or notification of a defect, MEIKO's liability for this unreported defect is excluded.

(4) If MEIKO receives timely notification of a defect for which MEIKO is responsible, MEIKO can choose to satisfy the Customer's claim for remedy either through repair (elimination of defect) or replacement. MEIKO is not responsible for defects caused by the Customer through carelessness, improper, non-technical handling, excessive use or failure to perform the maintenance, care and cleaning work prescribed by MEIKO.

Furthermore, MEIKO is not liable if the device was placed into operation or serviced by the Customer or by a company not authorised by MEIKO before it performs the assigned work or if the Customer installed spare parts which were not approved by MEIKO. If only a temporary repair was performed with the Customer's agreement, MEIKO is not liable for defects in the performance that go beyond the temporary nature.

(5) MEIKO is entitled to make performance of the required subsequent service dependent on payment by the Customer of the amount due. However, the Customer is entitled to withhold a part of the amount due that is appropriate in relation to the defect.

(6) MEIKO bears the costs required for inspection and remedy, in particular for transportation, travel, labour and materials, if a defect does in fact exist. If the Customer's demand to remedy the defect turns out to be unjustified, the Customer must reimburse the costs incurred as a result.

(7) Claims of the Customer for damages or reimbursement of ineffective expenses can be made only in accordance with subsequent § 9 and are otherwise excluded.

§ 9 Limitation of liability

(1) Unless otherwise determined in these STCs, including the following provisions, the MEIKO company is liable for breach of contractual and non-contractual obligations in accordance with the relevant legal regulations.

(2) The MEIKO company is liable for damages – regardless of the legal grounds – if intentional or due to gross negligence. **In the event of simple negligence, the MEIKO company is liable only a) for damages arising from injury to life, body or health, b) for damages from the breach of a material contractual obligation (an obligation whose fulfillment is essential for proper performance of the contract and on the fulfillment of which the other party normally relies and may rely); in this case, however, the MEIKO company's liability is limited to compensation for the foreseeable, typical damage.**

(3) The limitations of liability resulting from Par. (2) do not apply if MEIKO has fraudulently concealed a defect or accepted a guarantee for the quality of the product. The limitations of liability as defined in Par. (2) also do not apply for claims of the Customer under the German Product Liability Act.

(4) The Customer can withdraw from the contract due to a breach of obligation other than a defect only if MEIKO is responsible for breaching the obligation. Otherwise, the legal prerequisites and consequences apply.

(5) These exclusions and limitations of liability apply to the same extent for MEIKO managers, workers, employees, representatives and agents.

§ 10 Limitation of actions

Other than is specified in § 634a Par. 1 No. 1 of the German Civil Code (BGB), the general limitation of action for claims due to material and legal defects is 1 year from the time risk is transferred or the time of acceptance, unless a case under § 634a Par. 1 No. 2 BGB is applicable. These limitations of action apply also for contractual and non-contractual damage claims by the Customer resulting from a defect in the product, unless application of the regular statutory limitation of action (§§ 195 and 199 BGB) would result in a shorter limitation of action in the individual case. The limitations of action under the product liability law remain unaffected in any case. Otherwise, the statutory limitations of action for damage claims by the Customer under § 9 apply exclusively.

§ 11 Retention of title

(1) The delivered product (goods subject to retention of title) remains the property of MEIKO until fulfillment of all claims that MEIKO has against the Customer, now or in future. If the Customer acts in breach of contract – in particular, if it is in arrears with payment of an invoice – MEIKO has the right to take back the goods subject to retention of title after setting an appropriate deadline for payment. The Customer bears the transportation charges for the return. If MEIKO takes back the goods subject to retention of title or seizes them, this represents a withdrawal from the contract. MEIKO may sell the goods subject to retention of title that MEIKO takes back. The proceeds of the sale shall be offset against the amounts that the Customer owes MEIKO after MEIKO deducts an appropriate amount for the costs of the sale.

(2) The Customer must insure, at the Customer's own expense, the goods subject to retention of title for their value as new goods against fire and water damage as well as theft.

(3) The Customer may use the goods subject to retention of title and sell them in the normal course of business as long as it is not in arrears in payment. However, the Customer must not pledge the goods subject to retention of title or transfer them to others as security. The Customer even now assigns to MEIKO as security in its full amount the claims of the Customer from sale of the goods subject to retention of title as well as those claims of the Customer regarding the goods subject to retention of title against its customers or third parties arising under a different legal basis (in particular claims from torts and from insurance), including all balances owed from trade credit. MEIKO accepts this assignment.

The Customer may collect these assigned claims at its own cost and in its own name for MEIKO as long as MEIKO does not revoke this authorisation. This does not impair MEIKO's right to collect these claims itself; but MEIKO shall not assert the claims itself and shall not revoke the collection authorisation as long as the Customer properly meets its payment obligations. However, if the Customer acts in breach of contract – in particular, if it is in arrears with payment of a claim – MEIKO can demand from the Customer that it shall reveal the assigned payment claims and the respective debtors, inform the respective debtors of the claim assignment, and give MEIKO all documents and provide all information that MEIKO requires to assert the claim.

(4) Processing or transformation of the goods subject to retention of title by the Customer is always performed on behalf of MEIKO. If the goods subject to retention of title are processed together with other items not belonging to MEIKO, MEIKO acquires co-ownership of the new goods in the ratio of the value of the goods subject to retention of title (final invoice amount, incl. sales tax) to the value of the other processed items at the time of processing. Otherwise, the same applies to the new goods arising from the processing as for the goods subject to retention of title.

If the goods subject to retention of title are joined inseparably or mixed together with other items not belonging to MEIKO, MEIKO acquires co-ownership of the new goods in the ratio of the value of the goods subject to retention of title (final invoice amount, including sales tax) to the value of the other joined or mixed items at the time of joining or mixing. If the goods subject to retention of title are joined or mixed in such a way that the Customer's item is the main item, the Customer and we agree even now that the Customer transfers co-ownership of this item to us proportionately. MEIKO accepts this transfer.

The Customer shall safely maintain for MEIKO the resulting sole ownership or co-ownership of the item.

(5) In case of seizure of the goods subject to retention of title by a third party or other interventions by third parties, the Customer must announce the ownership of MEIKO without delay and in writing so that MEIKO can enforce its property rights. If the third party is unable to reimburse MEIKO for the court or out-of-court costs arising in this context, the Customer shall be liable for this.

(6) If the Customer demands it, MEIKO is required to release the security to which MEIKO is entitled to the extent that its realisable value exceeds by more than 10% the value of open claims by MEIKO against the Customer. However, MEIKO may select the security to be released.

§ 12 Final provisions

Applicable law for these STCs and all legal relationships between us and the Customer is the law of the Federal Republic of Germany. Sole jurisdiction for all disputes resulting directly or indirectly from the contractual relations is with the court responsible for Offenburg. But we are also entitled to assert claims with the court of jurisdiction at the Customer's location.

Note on data protection: Data from the contractual relationship is stored in accordance with § 28 of the German Federal Data Protection Act for the purpose of data processing; we reserve the right to transfer the data to third parties if required for contract fulfillment.

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