

General Terms and Conditions of Sale and Delivery

1. Preamble

- 1.1 These General Terms and Conditions apply to all contracts, including future contracts, between thyssenkrupp Presta AG and its customer (hereinafter the “**Customer**”), under which thyssenkrupp Presta AG sells goods or provides services to the Customer (hereinafter the “**Agreement**”). Verbal agreements are only valid if they have been confirmed in writing by thyssenkrupp Presta AG.
- 1.2 Any conditions of purchase stipulated by the Customer are hereby expressly rejected. This rejection also applies if the Customer has stipulated that rejections must be explicit.

2. Conclusion of the Agreement

- 2.1 Offers from thyssenkrupp Presta AG are subject to change. Verbal agreements with employees and/or representatives of thyssenkrupp Presta AG, as well as orders from the Customer shall only be binding once a written confirmation of order has been issued by thyssenkrupp Presta AG.
- 2.2 If thyssenkrupp Presta AG has stipulated an acceptance deadline when issuing a written offer to the Customer, the Agreement shall only be deemed concluded if the Customer has sent a written declaration of acceptance before the deadline expires.

3. Documentation and Instructions for Commissioning and Utilisation

Details on weight, size, capacity, price and performance, material properties etc. as contained in catalogues, brochures, circulars, advertisements and illustrations, are only applicable if expressly referenced in the Agreement.

4. Prices

- 4.1 Unless otherwise agreed in writing, the prices are understood to be fixed prices in the currency stated in the respective quote. Unless otherwise agreed in writing, the applicable INCOTERM is the INCOTERM specified by thyssenkrupp Presta AG in the respective quote (INCOTERMS 2020 or 2010). A reduction in the order quantity or reduction in the unit numbers on agreed part deliveries or a reduction in agreed call-offs, can result in price increase.
- 4.2 If the period between the conclusion of the Agreement by thyssenkrupp Presta AG and the delivery date exceeds four months and costs such as wage rates, energy costs, costs of any external services or material prices have changed during this interim period, thyssenkrupp Presta AG is entitled to increase prices by the appropriate amount. After this interim period, any changes in any of the above costs may be entirely passed on to the Customer.

5. Payments

- 5.1 Unless otherwise agreed in writing, Customer shall make all payments due by transferring immediately available funds in full and without any deduction made either by the payer or by virtue of law or any act of any authority (and particularly without any deduction made for or on account of any present or future taxes or duties of whatever nature that may be imposed).

- 5.2 The Customer agrees to waive the right to retention and a right to offset payments against thyssenkrupp Presta AG.
- 5.3 If the Customer is late with its payments, thyssenkrupp Presta AG shall then be entitled to:
- (a) postpone fulfilling its own obligations until the outstanding payments have been made and
 - (b) charge default interest from the respective payment due date at a rate of 12% per year. Further claims for losses caused by the delay are reserved, particularly in conjunction with exchange rate fluctuations and guarantees against exchange rate fluctuations.
- 5.4 If the Customer is more than two months late with a due payment, thyssenkrupp Presta AG may withdraw from the Agreement by notifying the Customer, or demand compensation for non-fulfilment without setting an additional deadline to bring the payment up to date. In this event, the Customer shall be liable to pay full compensation to thyssenkrupp Presta AG.

6. Transfer of Risk

- 6.1 Unless otherwise specified in the Agreement or any other agreement (e.g., on INCOTERMS), the risk shall transfer to the Customer when the shipment of the goods to the Customer begins. If shipment is handled by a freight forwarder, then the risk shall transfer to the Customer when the goods are handed over to a freight forwarder.
- 6.2 If collection or shipment is delayed due to circumstances for which the Customer is responsible, the risk shall transfer to the Customer for all goods which are ready for shipment. In this event, thyssenkrupp Presta AG undertakes, at the Customer's request and expense, to arrange for a requested insurance.

7. Delivery Dates, Partial Deliveries

- 7.1 Unless otherwise agreed upon, the delivery of the goods or the provision of the services shall be due upon the expiry of a period of 180 days, calculated from the later of the following dates
- (a) the date when thyssenkrupp Presta AG and the Customer conclude the Agreement , or,
 - (b) if applicable, the date when thyssenkrupp Presta AG receives the deposit before delivery of the goods, or
 - (c) if the Customer is required to submit Technical Documents, tools, approvals or other documents– the date when these are completely handed over to thyssenkrupp Presta AG.
- 7.2 The delivery of the goods is not overdue if the goods are made ready for collection by, or shipment to, the Customer or notification of their readiness for shipment is issued to Customer before the end of the day on which delivery is due.
- 7.3 If delivery is delayed due to Force Majeure or by the Customer's actions or omissions, or if the Customer is late in completing work required to fulfil its contractual obligations, or if it fails to abide by the payment terms and conditions, the due date for delivery shall be postponed by a fair and reasonable period. Force Majeure shall also be deemed to include strikes, lockouts, accidents and other causes that result in the partial or complete cessation of work, such as defective supplies, defective operating materials,

transport problems, power supply issues, operating breakdowns in the Customer's factory or in the factory of thyssenkrupp Presta AG or its supplier.

- 7.4 If the Customer does not accept the goods or the services (as the case may be) at the agreed-upon location or on the agreed-upon date, the Customer must still make the payments set out in the Agreement as if the delivery of the goods and service provision (as the case may be) had taken place. If the Customer does not accept the goods at the agreed-upon location or on the agreed-upon date, thyssenkrupp Presta AG shall be responsible for storing the goods at the Customer's expense and risk.

- 7.5 Partial deliveries and delivery shortfalls or surpluses of up to 10% are permitted.

8. Tools

- 8.1 The tools and equipment produced for manufacturing the goods and/or providing the services, along with their drawings and documentation shall remain the property of thyssenkrupp Presta AG, regardless of cost allocation. thyssenkrupp Presta AG is under no obligation to provide tools and equipment.
- 8.2 The costs of renewing and maintaining the tools, as well as properly storing them and the risk of tool breakage, shall be borne by the Customer.
- 8.3 thyssenkrupp Presta AG undertakes to use Customer-related tools only for deliveries to the Customer.
- 8.4 thyssenkrupp Presta AG undertakes to store tools for Customer for three years following the last delivery.
- 8.5 On expiration of the storage period, thyssenkrupp Presta AG is entitled to dispose of the tools without restriction, unless the Customer requests an extension of the storage period at least six months prior to expiration of the storage period. The Customer shall bear the costs for this extended storage.

9. Design/Technical Documents

If thyssenkrupp Presta AG is required to deliver goods or to provide services in accordance with specifications, technical drawings, plans, blueprints, designs, or any other technical document (hereinafter collectively "**Technical Documents**") defined, provided or supplied by the Customer, the Customer shall bear the risk for the content of these Technical Documents. Accordingly, as far as the goods delivered or the services provided (as the case may be) are in conformity with these Technical Documents, thyssenkrupp Presta AG may not be held liable for any defect of these Technical Documents or for any deficiency in the goods or the services (as the case may be) resulting from the fulfilment or content of the Technical Documents.

thyssenkrupp Presta AG undertakes to define or procure for defining the content of the Technical Documents only as far as thyssenkrupp Presta AG is required to define the content of the Technical Documents for the goods to be delivered or the services to be provided according to the Agreement.

If thyssenkrupp Presta AG is required to define the content of the Technical Documents according to the Agreement, thyssenkrupp Presta AG is not required to, and does not grant any license, right, or title regarding these Technical Documents to the Customer, unless otherwise agreed in the Agreement.

10. Quality Management

The thyssenkrupp Presta AG quality management system is based on the IATF 16949 standard. The standard testing of Quality Management features (dimensions, properties) includes statistical test procedures which are carried out during production (e.g. Statistical Process Control) or as a final test. These costs are incorporated into the unit price. The extent and type (test procedures) of additional tests, e.g. 100% magnetic tear tests, must be agreed upon at the time of order. The costs of such tests shall be borne by the Customer.

11. Warranty

11.1 thyssenkrupp Presta AG shall be liable for defects in the supplied goods and the provided services, except for the following:

- (a) Complaints regarding defects which relate to externally visible defects or defects that can be identified through reasonable checks upon receipt; these defects must be notified immediately upon receipt in writing by the Customer providing sufficient detail. Failure to do so shall result in the loss of all warranty claims.
- (b) Complaints relating to other defects that can only be identified during machining or after utilization of the delivered goods and provided services; these defects must be submitted immediately upon detection in writing providing sufficient detail. Failure to do so shall result in the loss of all warranty claims.

11.2 thyssenkrupp Presta AG accepts no liability for design faults if the Technical Documents have been either defined or provided or supplied or approved by the Customer.

11.3 thyssenkrupp Presta AG shall repair or replace faulty goods and services within a reasonable period, at its discretion and expense. Replaced parts shall become the property of thyssenkrupp Presta AG. The Customer is only entitled to statutory warranty claims if thyssenkrupp Presta AG does not meet these obligations.

11.4 thyssenkrupp Presta AG does not warrant for damages arising from the following reasons:

Unsuitable or improper use of the delivered goods or services, faulty installation or commissioning by the Customer or third parties, normal wear and tear, faulty or negligent handling, inappropriate operating materials, chemical, electro-chemical or electrical influences.

11.5 The Customer is obliged to grant thyssenkrupp Presta AG the necessary time and opportunity to carry out all repairs and replacement deliveries and service provision as deemed necessary by thyssenkrupp Presta AG. The Customer is only entitled to rectify the fault themselves or arrange for third parties to do so and demand reimbursement of the necessary costs from thyssenkrupp Presta AG in cases of emergency that threaten operating safety, to prevent disproportionately greater damage (provided thyssenkrupp Presta AG is immediately notified), or if thyssenkrupp Presta AG does not rectify the fault within the agreed time.

11.6 If it has emerged that a complaint about a defect is unjustified, the Customer must reimburse thyssenkrupp Presta AG for any costs incurred.

- 11.7 Costs of additional work and overtime incurred by the Customer shall only be reimbursed by thyssenkrupp Presta AG according to a prior agreement.
- 11.8 Warranty claims by the Customer shall expire six months after delivery of the goods or provision of the service by thyssenkrupp Presta AG.
- 11.9 If thyssenkrupp Presta AG is required to install, incorporate or integrate products of third parties into the goods to be delivered and the Customer designated these third parties and/or their products then thyssenkrupp Presta AG shall not be liable
- a) for any harm, damage, defect or deficiency resulting from installing, incorporating, integrating these products into the goods to be delivered, or
 - b) for any defect or deficiency of the products supplied by these third parties.
- 11.10 If thyssenkrupp Presta AG is required engage third parties for services and the Customer designated these third parties and/or their services then thyssenkrupp Presta AG shall not be liable
- a) for any harm, damage, defect or deficiency resulting from engaging these third parties, or
 - b) for any defect or deficiency of the services provided by these third parties.

12. General Limitation of Liability

- 12.1 thyssenkrupp Presta AG shall be liable exclusively for damages caused by intentional or grossly negligent conduct. Any liability for slight negligence is excluded to the extent permitted by law.
- 12.2 Liability for indirect damages, consequential damages, lost profits, and damages resulting from data loss or business interruption is excluded.
- 12.3 Liability for auxiliary persons (*"Hilfspersonen"*) is excluded to the extent permitted by law.
- 12.4 thyssenkrupp Presta AG accepts no liability for the suitability of the delivered products or services for a specific purpose, unless a corresponding assurance has been expressly given in writing. Compliance with legal and regulatory requirements is the responsibility of the Customer.
- 12.5 If thyssenkrupp Presta AG is required to install, incorporate or integrate products of third parties into the goods to be delivered and the Customer designated these third parties and/or their products then thyssenkrupp Presta AG shall not be liable for any harm or damage resulting from these third parties' failure to supply products meeting the respective quality standards and specifications in a timely manner and in an appropriate quantity.
- 12.6 If thyssenkrupp Presta AG is required to engage third parties for services and the Customer designated these third parties and/or their services then thyssenkrupp Presta AG shall not be liable for any harm or damage resulting from these third parties' failure to provide services meeting the respective quality standards and specifications in a timely manner.

13. Intellectual Property Rights and Confidentiality

- 13.1 If thyssenkrupp Presta AG is commissioned by the Customer to carry out contract manufacturing based on Technical Documents provided by the customer, the Customer warrants that these Technical Documents do not infringe any intellectual property rights (including patents, designs, utility models, copyrights, or other proprietary rights) of third parties. The Customer shall indemnify and hold harmless thyssenkrupp Presta AG from and against all claims, liabilities, damages, and legal costs arising from any third-party assertion of such rights.
- 13.2 The Customer undertakes to maintain strict confidentiality with respect to any technical know-how, trade secrets, protected or unprotected inventions, and other proprietary information disclosed or made accessible by thyssenkrupp Presta AG during the business relationship. The Customer agrees: (i) not to disclose such information to third parties without prior written consent from thyssenkrupp Presta AG, and (ii) not to use such information for purposes other than fulfilling their obligations under the Agreement. This includes but is not limited to information contained in Technical Documents, data carriers, or other documents. In the event of intentional or negligent breach (whether minor or gross negligence) by the Customer resulting in unauthorized third-party access, the Customer shall be liable for any resulting damages incurred by thyssenkrupp Presta AG.
- 13.3 The Customer acknowledges and agrees that it shall not acquire any rights of use or ownership in any intellectual property (including but not limited to technologies, know-how, or inventions) of thyssenkrupp Presta AG. The Customer explicitly undertakes (i) not to use such intellectual property for its own commercial purposes, and (ii) not to file for patent or other IP protection on any of such information, and (iii) not to facilitate or enable any third party to do so. Any breach of this obligation shall render the Customer fully liable for damages incurred by thyssenkrupp Presta AG and/or any affiliated company within the thyssenkrupp Presta Group.
- 13.4 Any improvements, modifications, adaptations, or further developments ("Developments") that are made by either party, whether independently or jointly, in connection with or as a result of the use of thyssenkrupp Presta AG's technical information, know-how, or intellectual property, shall be the exclusive property of thyssenkrupp Presta AG, unless otherwise agreed in writing.

The Customer shall promptly disclose any such Developments to thyssenkrupp Presta AG and undertakes to transfer, or cause to be transferred, all rights, title, and interest in such Developments to thyssenkrupp Presta AG. This includes any rights to apply for or hold intellectual property rights such as patents, designs, utility models, or copyrights.

The Customer further agrees to (i) refrain from asserting any rights in such Developments; (ii) not apply for any intellectual property protection in its own name relating to such Developments, and (iii) provide all reasonable assistance and execute all necessary documents required for the registration, enforcement, or defence of such intellectual property rights by thyssenkrupp Presta AG.

If the parties agree in writing that a Development shall be jointly owned, the terms of such joint ownership and exploitation shall be set out in a separate agreement.

- 13.5 The Customer expressly agrees not to analyse, disassemble, decompile, reverse engineer, or otherwise attempt to derive the source code, design, structure, composition, or underlying ideas of any products, components, prototypes, software, documentation, samples, data carriers, or other materials or information provided by or on behalf of thyssenkrupp Presta AG, whether received in tangible or

intangible form. This prohibition applies regardless of whether the material was received under a confidentiality obligation or not, and extends to any third party acting on behalf of the Customer.

Any violation of this clause shall constitute a material breach of the Agreement and shall render the Customer liable for all resulting damages and losses incurred by thyssenkrupp Presta AG and its affiliates, including loss of intellectual property rights, trade secrets, or business opportunities.

Nothing in these General Terms and Conditions shall be construed as granting the Customer any license, right, or title to the disclosed materials or any derivatives thereof.

14. Invalidity of Individual Provisions

The terms of these General Terms and Conditions shall, where possible, be interpreted and enforced to sustain their legality and enforceability and enforced to the fullest extent permissible under applicable law. If any term hereof is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, such term will be deemed amended to the extent necessary to render such term valid and enforceable and as close to the economic effect of the term as is permissible, such amendment to apply only regarding the operation of such term in the jurisdiction in which such adjudication is made.

15. Place of Fulfilment, Jurisdiction and Applicable Law

- 15.1 Place of fulfilment for the sale of goods, the provision of services, and payment is Eschen/Liechtenstein.
- 15.2 Any dispute, controversy, or claim arising out of, or in relation to, the Agreement and these General Terms and Conditions, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be three. The seat of the arbitration shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in English.
- 15.3 The Agreement and these General Terms and Conditions are subject exclusively to Swiss law, excluding all reference to conflict of law rules. The UN Convention on Contracts for the Internal Sale of Goods shall not apply.
- 15.4 Where a German term has been inserted in quotation marks or italics, such term alone (and not the English term to which it relates) shall be authoritative for the interpretation of the respective provision.

Valid from: 10 November 2025