

GENERAL TERMS OF SALE OF HIRATA ENGINEERING EUROPE GMBH

A. APPLICATION OF THE GENERAL TERMS OF SALE

1. These General Terms of Sale (hereafter „GTS“) shall apply to all contracts concluded by Hirata Engineering Europe GmbH (hereafter “HIRATA“) only with entrepreneurs (§ 14 BGB) and legal entities. They are part of all offers and contracts for sales and services of HIRATA. The GTS in force and published on the website of HIRATA under www.hirata.de at the time of an order shall also govern all future business relationships, even if HIRATA did not explicitly point out to them in each individual case.

2. All agreements, orders and declarations are binding only if made in writing and text form (e.g. letter, e-mail, telefax). Individual agreements (side agreements, modifications and supplements) between the parties shall prevail. For the content of such agreements the written confirmation of HIRATA shall be binding unless a different content is proven.

3. These GTS shall apply exclusively. Differing or contrary or amending terms of the buyer shall apply if and to the extent expressly agreed upon by HIRATA. HIRATA’s delivery without reservation despite its knowledge of the buyer’s general terms and conditions shall not replace such express consent.

4. Individual agreements and information in our order confirmation take precedence over the GTS.

5. Legally relevant declarations and notifications by the Buyer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) shall be made in writing. Written form in the sense of these General Terms and Conditions includes written and text form (e.g. letter, email, fax).

6. References to the applicability of statutory provisions shall only have a clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GTS.

B. CONCLUSION OF CONTRACT

1. HIRATA’s offers are valid for thirty (30) day and subject to order confirmation in writing. This shall also apply in case HIRATA provides catalogues, technical documentation, other product descriptions or documents to the buyer to which HIRATA reserves property rights and copyrights.

2. Buyer’s orders shall be considered binding offers for a contract. HIRATA may accept such offer within 2 weeks of the date of receipt.



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3. HIRATA will declare acceptance expressly in writing (e.g. order confirmation).
4. Changes, additions or, if applicable, price adjustments after conclusion of the contract shall only be effective if agreed to in writing.
5. Orders confirmed by HIRATA may not be cancelled unless expressly agreed in writing and on the terms that Buyer shall indemnify HIRATA in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by HIRATA as a result of cancellation.

C. DELIVERY TERMS

1. The time of delivery shall be agreed individually.
2. If the buyer does not provide necessary information/provisions by the agreed deadline, delays may occur. In addition, if the requested information/provisions are not provided for a longer period of time, we reserve the right to suspend the project and, if necessary, to reschedule the delivery period. If a down payment has been agreed upon, the stated delivery period will not begin until the payment has been received in our account.
3. If any agreed time of delivery will be exceeded by HIRATA for reasons not attributable to HIRATA (non-availability), HIRATA shall inform the buyer without undue delay and indicate the estimated new time of delivery. If the products are not deliverable within the new time of delivery or not deliverable at all, HIRATA is entitled to fully or in part rescind the contract; HIRATA shall reimburse the buyer without undue delay for payments already made. Non-availability of performance exists, for example, if HIRATA has concluded a congruent covering transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if HIRATA is not obliged to procure in the individual case.
4. Default in delivery shall be governed by the relevant statutory provisions. However, a notice of warning by the buyer is required in all cases. Rights of the Buyer according to section H. of these GTS remain unaffected.
5. HIRATA reserves the right to make partial deliveries.
6. Unless otherwise agreed individually, delivery shall be made in accordance with "FCA" Incoterms 2022. At the Buyer's request and expense, the goods shall be shipped to another destination (mail order purchase). HIRATA is entitled to determine the means of transport (carrier, transportation route, packaging).



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7. The risk of accidental loss or accidental deterioration shall be governed by the agreed Incoterm.

8. If the buyer is in default in acceptance, HIRATA is entitled to damages and additional expenditures (e.g. warehousing costs).

D. PRELIMINARY AND FINAL ACCEPTANCE, DEFAULT OF ACCEPTANCE AND COMMISSIONING

1. Before delivery of the goods, a preliminary acceptance takes place in our company.

2. The final acceptance takes place

- if commissioning is agreed (if necessary, by remote maintenance): at the purchaser's premise
- if no commissioning is agreed: at HIRATA.

The final acceptance is decisive for the passing of risk.

The statutory provisions shall apply to the acceptance. If the purchaser is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

3. If the Buyer is in default of acceptance, fails to cooperate or delays our delivery for other reasons for which the Buyer is responsible, we shall be entitled to claim compensation for the resulting damage including additional expenses (e.g. storage costs). The proof of a higher damage and our legal claims (in particular compensation of additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be credited against further monetary claims. The purchaser shall be entitled to prove that we have not suffered any damage at all or that the damage is significantly less than the aforementioned lump sum.

4. Commissioning of the plant with the goods supplied by HIRATA must be agreed in writing (order and order confirmation).

E. FORCE MAJEURE

Force majeure, e.g. lawful labour disputes, riots, official measures and other unforeseeable, unavoidable and serious events shall release the parties from their performance obligations for the duration of the disruption and to the extent of its effect. The buyer is obliged to notify HIRATA immediately of a case of force majeure and to provide all necessary information, in particular on the cause, expected duration, etc. of the case of force majeure, and to adjust its obligations to the changed circumstances in good faith.



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F. DOCUMENTATION

1. Unless otherwise agreed individually, the documentation of the goods shall be delivered in digital form (pdf format) on a USB stick no later than two weeks after acceptance. The documentation can also be provided in paper form for an additional charge.
2. The documentation is in German language.

G. PRICES/PAYMENTS TERMS

1. Unless otherwise agreed in the individual case, the prices of HIRATA set out in the offer shall apply, plus statutory value added tax. In the case of sale by delivery to a place other than the place of performance (clause C.6), the buyer shall bear the transport costs ex warehouse and 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.

2. Unless otherwise agreed individually, the following terms of payment shall apply

(a) for machines with commissioning (- support):

- 30% upon order, to be paid within 30 days after invoicing
- 60% after successful preliminary acceptance, payable before delivery and
- 10% after commissioning at the purchaser's premises, but not later than 60 days after delivery.

or for machines without commissioning (-support):

- 30% at the time of order, payable within 30 days after issuance of invoice
- 70% after successful final acceptance at Hirata, payable before delivery

(b) For services and spare parts, the total amount is due and payable within 14 days after completion of the work and invoicing.

HIRATA reserves the right, also within the scope of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. HIRATA shall declare a corresponding reservation at the latest with the order confirmation. 4.

4. The purchaser shall be in default upon expiry of the aforementioned payment periods. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable from time to time.



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5. The buyer is entitled to set-off or retention rights only insofar as his claim is legally established or undisputed. The restriction of the right of set-off and retention shall not apply to the Buyer's counter-rights in case of defects of the delivery (in particular according to Clause G.).

6. If it becomes apparent after conclusion of the contract (e.g. by filing for insolvency proceedings) that payment of the purchase price is at risk, HIRATA shall be entitled to refuse performance and - if necessary after setting a time limit - to withdraw from the contract.

H. RETENTION OF THE TITLE

1. HIRATA retains title to the products until full payment of all claims resulting from the business relationship (secured claims).

2. As long as the secured claims have not been paid in full, the products shall not be pledged or transferred for security to any third party. The buyer shall inform HIRATA without undue delay in writing, if an application for insolvency is filed or if the products are seized by third parties.

3. In case of non-payment of the purchase price when due by the buyer, HIRATA is – after payment notification – entitled to rescind the contract and request possession of the products based on the rescission and the retention of title.

4. Until revoked in accordance with (c) below, the Buyer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a) The retention of title shall extend to the products resulting from the processing, mixing or combining of our goods at their full value, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) The Buyer hereby assigns to us by way of security any claims against third parties arising from the resale of the goods or the product in their entirety or in the amount of our co-ownership share, if any, pursuant to the preceding paragraph. We accept the assignment. The obligations of the Buyer stated in para. 2 shall also apply with regard to the assigned claims.

(c) The Buyer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the Buyer meets his payment obligations towards us, there is no deficiency in his



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ability to pay and we do not assert the retention of title by exercising a right pursuant to para. 3. If this is the case, however, we may demand that the buyer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. In addition, in this case we shall be entitled to revoke the Buyer's authorization to further sell and process the goods subject to retention of title.

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

I. Copyright

1. HIRATA retains all rights, including copyright and rights for filing proprietary rights, to its technical documentation (in particular pictures, illustrations and drawings) and any other description of the products.

2. In case HIRATA provides software for the intended use of the products, the buyer shall be granted a user right which cannot be transferred without the consent of HIRATA. All other rights remain with HIRATA. The buyer shall ensure that the software is not made accessible to third parties without the prior written consent of HIRATA.

J. WARRANTY/LIABILITY

1. The statutory provisions shall apply to the rights of the Buyer in the event of material defects and defects of title (including wrong and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below. In all cases, the statutory provisions on the sale of consumer goods (§§ 474 et seq. BGB) and the rights of the Buyer arising from separately issued guarantees, in particular on the part of the manufacturer, shall remain unaffected.

2. The basis of HIRATA's liability for defects shall be, above all, the agreement reached on the quality and the presumed use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject matter of the individual contract or which were publicly announced by HIRATA (in particular in catalogs or on the homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (§ 434 para. 3 BGB). Public statements by the manufacturer shall take precedence over statements by other third parties. 3.



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3. The buyer's claims for defects presuppose that he has fulfilled his legal obligations to examine the goods and to give notice of defects (§ 377 HGB). The buyer shall inspect the goods upon delivery for obvious defects (including wrong and short delivery) and shall notify HIRATA in writing of all identifiable defects within one (1) week. The buyer shall notify HIRATA in writing of any defects which are not apparent within one (1) week after discovery.

4. If the goods delivered are defective, HIRATA shall - at HIRATA's option - effect subsequent performance by repair (rectification) or by delivery of a defect-free item (replacement). If the type of subsequent performance chosen by HIRATA is unreasonable for the buyer in the individual case, the buyer may reject it. HIRATA's right to refuse subsequent performance under the statutory conditions shall remain unaffected.

5. HIRATA is entitled to make the subsequent performance owed dependent on the buyer paying the purchase price due. However, the buyer shall be entitled to retain a reasonable part of the purchase price in relation to the defect.

6. The buyer shall give HIRATA the time and opportunity necessary for subsequent performance, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the buyer shall return the defective item to HIRATA upon HIRATA's request in accordance with the statutory provisions; however, the buyer shall not have a claim for return. Subsequent performance shall not include the dismantling, removal or disassembly of the defective item, nor the installation, fitting or assembly of a defect-free item, if HIRATA were not originally obliged to perform such services. Claims of the Buyer for reimbursement of corresponding costs ("removal and installation costs") shall remain unaffected.

7. HIRATA shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions and these GTS, if a defect is actually present. Otherwise, HIRATA shall be entitled to demand reimbursement from the buyer of the costs incurred as a result of the unjustified request to remedy the defect, if the buyer knew or could have known that there was actually no defect.

8. If a reasonable period of time to be set by the buyer for subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the buyer may withdraw from the purchase contract or reduce the purchase price according to the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.



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K. OTHER LIABILITY

1. Unless otherwise provided in these GTS including the following provisions, HIRATA shall be liable for breach of contractual and non-contractual obligations in accordance with the statutory provisions.

2. HIRATA shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of intent and gross negligence. In the case of simple negligence HIRATA shall only be liable for

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

b) for damage arising from the breach of a material contractual obligation (an obligation the performance of which is a prerequisite for the proper performance of the contract and the observance of which the contracting party regularly relies on and may rely on); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

3. The limitations of liability resulting from para. 2 shall not apply if a defect was fraudulently concealed or a guarantee for the quality of the goods was assumed and for claims of the Buyer under the Product Liability Act.

4. The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination on the part of the Buyer (in particular pursuant to §§ 650, 648 BGB) shall be excluded. In all other respects, the statutory requirements and legal consequences shall apply.

L. LIMITATION

1. Unless otherwise agreed individually, the general limitation period for claims arising from material defects and defects of title shall be one (1) year from delivery, in derogation of Section 438 (1) No. 3 BGB. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.

2. The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case. Claims for damages of the Buyer pursuant to Clause J.2 p. 1 and p. 2(a) as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.



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M. CHOICE OF LAW, JURISDICTION

1. The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The exclusive place of jurisdiction for all claims arising directly or indirectly from the business relationship of the parties shall be the place of business of HIRATA in Mainz. However, HIRATA is also entitled to bring an action at the place of performance or at the general place of jurisdiction of the purchaser.

N. OTHER

The EORI number of HIRATA is DE3141411.



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