

General Terms and Conditions

HY-LINE Technology GmbH

HY-LINE Holding GmbH



www.hy-line-group.com

HY-LINE Technology GmbH
Inselkammerstraße 10
82008 Unterhaching | Germany

Status August 2024

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1. General

These following General Terms and Conditions (hereinafter referred to as GTC) of HY-LINE Technology GmbH and HY-LINE Holding GmbH (jointly or individually hereinafter referred to as HY-LINE or we or us) are an integral part of all HY-LINE contracts for deliveries, services, contracts for work and services. They replace the previously valid version of our GTCs with immediate effect for all new contracts and offers from the beginning of their validity. These GTC are not addressed to consumers within the meaning of Section 13 of the German Civil Code (BGB), but exclusively to customers who are defined in accordance with these GTC as natural or legal persons or partnerships with legal capacity pursuant to Section 14 BGB, associations, groups of persons and associations, freelance professional groups, in particular pursuant to Section 18 EStG, other traders under German and foreign law, comparable foreign forms of companies, as well as public corporations, authorities and institutions, insofar as the aforementioned customers enter into or wish to enter into contracts with HY-LINE in a private law capacity. The term Customer also includes potential Customers who submit inquiries to HY-LINE or request quotations.

In the context of ongoing business relations, these GTC shall be deemed agreed in advance also for all future contracts. Individual agreements shall take precedence over these GTC, but shall require HY-LINE's express written confirmation in order to be effective. These GTC shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of business, sale, purchase or other standardized terms and conditions of the contractual partner or customer (hereinafter jointly referred to as "GTC") shall only become part of the contract if and to the extent that HY-LINE has expressly agreed to their validity in writing. This requirement of consent shall also apply if HY-LINE accepts the services or payments of the Contractual Partner or Client without reservation or does not expressly object to the KAGB in full knowledge of the KAGB. The KAGB shall not be binding on us insofar as their provisions do not coincide with the provisions of these GTC.

2. Offers and orders

Our offers are generally non-binding, in particular with regard to price, quantity, product quantity, product, goods, service, work contract performance, delivery period and delivery possibility. However, we shall check the customer's orders, offers or purchase orders immediately after receipt and shall inform the customer of any changes to our offers. The contracts or orders placed with us are only accepted once we have confirmed them in writing.

3. Prices

All prices quoted are net prices plus freight, packaging and ancillary costs. The applicable statutory value added tax will be charged additionally.

In the event of significant changes in the factors determining the price, we reserve the right to adjust the price accordingly if there is a period of more than 4 months between the order confirmation and the agreed delivery. This shall also apply if goods are purchased on call and the call is made more than 4 months after the conclusion of the contract. Any rights of withdrawal remain unaffected.

4. Deliveries and delivery periods

HY-LINE shall endeavor to meet the delivery dates communicated as probable. However, as we are dependent on the punctual delivery of third parties, we cannot assume any liability for compliance with the deadlines. In the event of any delays in delivery, we must be granted a reasonable grace period of at least 3 weeks. If the grace period expires without success, the contractual partner may withdraw from the contract. Compensation for damages due to non-fulfillment is also excluded after expiry of the deadline, unless otherwise stated in Section 9. Partial deliveries are permissible. HY-LINE shall be entitled to withdraw from the contract if the goods or products to be delivered according to the contract are no longer available on the market. The above shall also apply to services and contracts for work if the necessary bases, materials or prerequisites for the provision of such services or contracts for work are no longer available on the market.

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Deviations of the delivered goods from the offer documents are permissible as long as they are due to technical reasons and do not constitute a material deviation from the subject matter of the contract. If replacement products are to be classified as technically higher-specified goods, HY-LINE shall be entitled to adjust the price in line with the market at its reasonable discretion. The price increase shall be communicated to the Customer in writing in advance. If the Customer does not object in writing within a period of 7 days, the adjusted price shall be deemed approved. Otherwise, the customer is entitled to withdraw from the contract. Claims for damages due to non-fulfillment are excluded.

The delivery period shall be reasonably extended - even within a delay - in the event of force majeure and all unforeseen obstacles occurring after the conclusion of the contract, provided HY-LINE is not responsible for such obstacles and such obstacles demonstrably have a significant influence on the delivery of the sold item or on the performance of the agreed service or contractual work. Force majeure shall include in particular, but not exclusively, unavoidable events such as natural disasters of any kind, in particular storms, earthquakes, floods, volcanic eruptions, but also fire, traffic accidents, hostage-taking, war, riots, civil war, revolution, terrorism, sabotage, strikes, border closures, pandemic/epidemic, problems and delays in the supply chain (in particular in the event of delays in delivery by suppliers and/or service providers), restricted or delayed availability of purchased materials, purchased products, components or services, public transport strikes that affect freight transportation, etc. This shall also apply if the circumstances occur at HY-LINE's suppliers or service providers or their sub-suppliers or sub-service providers. HY-LINE shall inform the Customer immediately of the beginning and end of such hindrances. The Customer may request HY-LINE to declare whether HY-LINE intends to withdraw from the contract or to deliver within a reasonable period of time or to perform the service or work under the contract. If HY-LINE does not declare its intention immediately, the Customer may withdraw from the contract. In this case, any services already rendered

by the contracting parties shall be reimbursed. Any further claims of the Customer are excluded.

5. Shipment

If the goods are dispatched to the customer at the customer's request, the risk of accidental loss or deterioration of the goods shall pass to the customer upon dispatch of the goods to the customer, at the latest, however, upon leaving HY-LINE's business premises. This shall also apply if freight or packaging-free delivery has been agreed. The transportation of all consignments - including any returns - shall be exclusively at the Customer's risk.

6. Acceptance, compensation

The customer undertakes to accept the delivered goods and to check the contractual quality of the deliveries in accordance with the statutory provisions, in particular §377 HGB (German Commercial Code). In addition, reference is made to Section 9 of these GTC. If the Customer refuses to accept the goods without justification, HY-LINE may grant the Customer a grace period of 14 days in writing. If the Customer refuses acceptance after expiry of the grace period set or expressly declares beforehand that he does not wish to accept the goods, HY-LINE may rescind the contract and claim damages for non-performance. This shall also apply to the obligation to accept services and work under a contract for work and services. The Customer undertakes to accept the services rendered and the contractual work in accordance with the contractual agreements. If the Customer refuses to accept the services or contractual work without justification, HY-LINE shall be entitled to set a grace period and to claim damages for non-performance, as well as to rescind the contract.

In such cases, HY-LINE shall be entitled to claim 30% of the net value of the goods or services or contractual work performance as compensation, without prejudice to the possibility of claiming higher actual damages. In this case, proof of damage is not required. The amount of damages shall be higher if HY-LINE proves that the damage is higher.

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The Customer expressly reserves the right to prove that no damage has occurred or that the damage is significantly lower than the lump sum. The above provision shall apply accordingly if the Customer withdraws from the contract without justification.

7. Payment

Unless otherwise agreed in writing, HY-LINE's invoices shall be payable net cash within 10 days of the invoice date, without deduction of postage and other expenses. In case of agreed partial deliveries from an order, the invoice amount shall be due for payment after invoicing in accordance with these GTC. Checks shall only be accepted on account of performance and subject to redemption. Retention of title and extended retention of title pursuant to Section 8 of these GTC shall continue to apply until the check amount has been irrevocably credited to us.

HY-LINE shall have the right to assign its claims against the customer to a third party. If the term of payment is exceeded, we shall be entitled to charge interest on arrears in the amount of nine percentage points above the respective base interest rate p.a. without setting a further deadline. We reserve the right to claim higher damages for default. If the customer is in default of payment with a claim, all other claims against the customer can be made due with immediate effect. Offsetting against our claims is only permitted with undisputed or legally established counterclaims. Payments shall be made exclusively to the accounts specified by us. Cash payments are not permitted without HY-LINE's consent. Any bank or transfer fees incurred during the payment process until the payment has been credited in full to our account shall be borne by the Customer.

HY-LINE shall be entitled to demand advance payment or cash on delivery for first-time orders or if a credit check has not yet been carried out. This shall also apply if the Customer is in default with his obligation to perform under this or any other order. In this case HY-LINE shall also be entitled to withhold further deliveries or to make them dependent on the provision of security. If the Customer fails to comply with these requirements, HY-LINE shall be entitled to set a grace period of 2 weeks by written notice and, after its fruitless expiry, to claim damages for non-performance according to

Section 6 of the GTC instead of performance.

The Customer shall bear all fees, costs and expenses incurred in connection with any successful legal action against him.

8. Retention of title

We reserve title to our delivery items, which may only be sold in the ordinary course of business, until all claims arising from the business relationship have been paid in full. In the event of resale, the Customer hereby assigns to HY-LINE its claims against third parties arising from the sale of the goods subject to retention of title in the amount of the invoice price of the resold goods. HY-LINE accepts the assignment on account of performance. The Customer is entitled - until revoked - to collect the claim on behalf of HY-LINE. The Customer shall be obliged to keep the amount separately and to pay it to HY-LINE immediately.

If the Customer processes the delivered goods in the context of newly manufactured products, it is agreed that HY-LINE shall acquire co-ownership of the new item in the proportion corresponding to the value of the delivered goods to the value of the newly manufactured product. The Customer shall store the item free of charge for HY-LINE. HY-LINE shall be entitled at any time to demand the granting of direct possession or co-ownership of the newly created product. If the Customer sells the newly created product co-owned by HY-LINE to a third party, the Customer shall assign to HY-LINE its claim for payment vis-à-vis the third party, pro rata in the amount of its obligation towards HY-LINE, with first priority.

HY-LINE shall be entitled to notify the respective third party of the assignment.

When services are provided, it is agreed that the rights of use to the service provided shall not be transferred to the Customer until the agreed remuneration has been paid in full. All rights of use shall remain with HY-LINE until full payment has been made. The Customer shall be granted the right to use the service exclusively for the contractually agreed purposes. Any other use requires the express written consent of HY-LINE.

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Until the agreed remuneration has been paid in full, the Customer shall not be entitled to reproduce, distribute or make available to third parties the service provided without HY-LINE's consent, insofar as this is generally permissible for the respective service.

9. Warranty

All products and goods supplied by HY-LINE are manufactured by third parties or contain assemblies, raw materials or components manufactured or supplied by third parties. The performance specifications for the products, goods and finished products are provided by the manufacturers or third parties. Within the scope of customary commercial practice, these technical specifications are to be regarded as approximate and do not constitute quality specifications.

Claims for defects in goods and products delivered by HY-LINE shall become time-barred 12 months after delivery to the customer. Claims for defects in services and performances under a contract for work and services shall become time-barred 12 months after delivery of the work or provision of the service to the Customer. Our consent must be obtained prior to any return of the goods.

The customer must inspect the goods immediately upon receipt or delivery in accordance with the statutory provisions, in particular § 377 of the German Commercial Code (HGB). Complaints regarding quantity and type as well as complaints regarding parts with externally recognizable defects can only be considered if they are reported in writing immediately after receipt of the goods. Other defects must be reported in writing immediately, at the latest within 7 days of their discovery. The omission or late notification of complaints or defects shall result in the exclusion of further warranty claims. For services and contracts for work and services, the aforementioned provisions regarding acceptance and inspection, as well as the consequences and conditions specified therein, shall apply analogously. A contract for work shall be deemed to have been received or delivered upon delivery of the work and a service upon its provision in accordance with the above provision. In the event of justified complaints, the Customer shall be entitled, at HY-LINE's option, to rectification

of defects or replacement delivery. If this is not possible within a reasonable period of time, the customer shall have the right to demand a reduction of the remuneration or to withdraw from the contract. Claims of the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded if these expenses increase due to the fact that the goods, work or services delivered by us have subsequently been moved to a location other than the customer's branch office, unless the relocation corresponds to their intended use. Damage caused by natural wear and tear and ageing, chemical, mechanical or electrolytic influences, inadequate maintenance, disregard of operating and installation instructions or other reasons for which the supplier is not responsible are excluded from the warranty. The warranty shall also expire if the goods are modified, if they are used contrary to the technical labeling and if the goods are not returned to us within a reasonable period set for the customer to return them. The customer shall bear the risk of damage if the goods are returned without proper packaging. Before installing or using the delivered goods, works or services in devices or other items, the customer must check that the goods, works and services are free of defects. No warranty is given for the usability of the delivered goods, works or services for the purpose intended by the Customer. HY-LINE's liability for damage to property shall be limited to the foreseeable, typically occurring damage, in any case to the amount of € 1.5 million (liability insurance sum).

10. Liability clause

Claims for damages against us can only be asserted in the event of intent or gross negligence on our part, on the part of our legal representatives or vicarious agents. We shall only be liable for slight negligence if material contractual obligations have been breached. In this case, we shall only be liable for the foreseeable damage typical of the contract. Our liability under the applicable product liability laws and for damages resulting from injury to life, limb or health shall remain unaffected.

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11. Place of fulfillment and jurisdiction

The place of performance for delivery and payment is Unterhaching near Munich. Munich is agreed as the place of jurisdiction for all disputes arising in connection with the contractual relationship, provided that the customer is a merchant. The law of the Federal Republic of Germany shall apply exclusively. The application of uniform sales law, in particular the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), is expressly excluded.

12. Other provisions

Should individual contractual provisions be or become invalid, this shall not affect the validity of the remaining provisions. Ineffective provisions shall be replaced by such provisions that come as close as possible to the intended economic purpose, insofar as legally possible.

The Customer may assign rights against HY-LINE to third parties only with prior written consent, unless the assignment concerns a monetary claim which has been recognized by HY-LINE in writing or which has been legally established.

In accordance with the Federal Data Protection Act, we would like to point out that we store data and process it using EDP. This shall be deemed notification pursuant to Section 33 (1) BDSG.

13. Additional conditions for re-export

The delivered goods are subject to German and - if they were manufactured in the USA - American export controls and embargo regulations. Re-export from the EU is only permitted with the approval of the Federal Office of Economics and Export Control. In addition, all products from US manufacturers require special authorization from the responsible US authority for export from the EU. Information on this can be obtained from the trade departments of the US consulates and the Federal Office of Economics and Export Control.

The customer is responsible for compliance with the relevant regulations up to the end user and consumer.

Please note!

The German version is the only binding version. This English language version is a purely informative translation without liability for the quality of the translation.