General Terms and Conditions of Kerb-Konus-Gesellschaft Dr. Carl Eibes mbH & Co. KG, Schnaittenbach

1. Scope of Application/General Provisions

1.1 These General Terms and Conditions of Order, Delivery and Service ("GTC") apply exclusively to our business relationship with our customers, particularly to contracts for the sale and/or delivery of movable goods ("Goods"), as well as to the provision of information and advice.

1.2 These GTC apply exclusively to traders within the meaning of Section 14 of the German Civil Code ('BGB'), i.e. natural persons or legal entities who acquire the goods or services for commercial or professional use.

1.3 These terms and conditions also apply to all future transactions between the parties, as well as in cases where we carry out the delivery of the goods whilst being aware of deviating or conflicting terms and conditions.

1.4 Our GTC apply exclusively. Any deviating, conflicting or supplementary terms and conditions of the customer shall only apply if and to the extent that we expressly acknowledge them in writing. In particular, our silence regarding such deviating terms and conditions shall not be deemed to constitute acceptance or consent, including with respect to future contracts.

1.5 Our General Terms and Conditions shall take precedence over any terms and conditions of the customer, even if, under the customer's terms, acceptance of the order is deemed to constitute unconditional acceptance of their terms and conditions, or if we deliver after the customer has drawn our attention to the applicability of their terms and conditions, unless we have expressly waived the applicability of our General Terms and Conditions. The exclusion of the customer's terms and conditions shall also apply even if those terms and conditions contain separate provisions on individual points of regulation. By accepting our order confirmation, the customer expressly acknowledges that they waive any legal defenses derived from their terms and conditions of purchase.

1.6 Where reference is made below to claims for damages, this shall also be understood to include claims for reimbursement of expenses within the meaning of Section 284 of the German Civil Code (BGB).

2. Conclusion of Contract/Default of Acceptance

2.1 Our quotations are subject to change without notice, unless they are expressly marked as binding, contain expressly binding commitments, or their binding nature has been expressly agreed in some other way. These constitute invitation to place orders ('invitatio ad offerendum').

2.2 The customer is bound by their order, which constitutes a contractual offer, for 14 calendar days – or 5 working days in the case of electronic orders – following receipt of the order by us, unless the customer can reasonably expect us to accept the order at a later date (Section 147 of the German Civil Code (BGB)). This also applies to repeat orders placed by the customer.

2.3 A contract is only concluded – even in the course of ongoing business dealings – once we have confirmed the customer's order in writing or in text form (i.e. including by fax or email) by means of an order confirmation. In the event of delivery or performance within the customer's binding period specified in the offer, our order confirmation may be replaced by our delivery, in which case the dispatch of the delivery shall be decisive.

2.4 The customer must notify us in writing, in good time before the contract is concluded, of any special requirements relating to our products. However, such notifications do not extend our contractual obligations or our liability. They do not form part of the contract and will not be considered when processing the order or making the delivery, unless we have expressly confirmed them in writing or in text form (i.e. including by fax or email).

2.5 If acceptance or dispatch of the products is delayed for a reasons for which the customer is responsible, we shall be entitled - after setting and upon the expiration of a 14-day grace period - at our discretion, to demand immediate payment, withdraw from the contract, or to refuse performance and claim damages in lieu of the full performance. The grace period must be set in writing or in text form. We are not required to give separate notice of the rights arising from this clause. If the customer is in default of acceptance, we are entitled to claim compensation for the resulting losses,

including additional expenses (e.g. storage costs). For this, we shall charge a flat-rate compensation of 2 per cent (2%) of the net delivery price per calendar week, commencing from the delivery deadline. Both parties reserve the right to prove that the actual damage is different or that no damage has been incurred.

3. Delivery/Place of Performance/Delivery Time/Packaging

3.1 Binding delivery dates and deadlines must be expressly agreed in writing. For non-binding or approximate dates (e.g. 'approx.', 'around', etc.) we shall make reasonable efforts to meet them; however, deviations shall not constitute a breach of contract.

3.2 Delivery and/or performance periods shall commence upon the customer's receipt of our order confirmation. In the absence of such confirmation, periods shall commence within 5 working days of our receipt of the customer's order. However, no timeline shall commence until all execution details have been clarified and the customer has fulfilled all prior obligations, including the provision of agreed advance payments, securities, or necessary cooperation. The same applies to specific delivery dates and service dates. If the customer has requested changes after placing the order, a new, reasonable delivery and/or service period shall commence upon our confirmation of the change; clause 2.4 shall apply mutatis mutandis.

3.3 Should we be in default of delivery, the customer must set us a reasonable grace period of at 14 working days to fulfil our obligation, unless such a period is unreasonable. If this period elapses without result, claims for damages arising from a breach of duty – for whatever reason – shall only arise in accordance with the provisions of Clause 8.

3.4 We are entitled to make partial deliveries. We are permitted to deliver quantities up to 10 per cent more or less than agreed, provided the unit prices remain unchanged. Such variances will be reflected in the final invoice.

3.5 Dates specified in delivery schedules, call-off schedules and delivery forecasts are binding. Any postponement of one or more dates by more than 5 calendar days requires our prior written consent. If no consent is given, we are entitled, at our sole discretion, to deliver the goods on the originally agreed date or to store them at the customer's expense and risk. In both cases, we are entitled to invoice the agreed prices upon the original due date, as well as any accumulated storage costs. Clause 2.5 applies mutatis mutandis with regard to the amount of the storage costs.

3.6 The prices quoted are exclusive of packaging and shipping, unless otherwise agreed.

4. Product specifications/standards

4.1 We guarantee a defect rate of 600 PPM (parts per million) for length and foreign particles.

4.2 The notch diameters specified in the standards apply to materials 1.0718 and 1.0214, respectively.

5. Dispatch/Transfer of Risk/Acceptance

5.1 Unless otherwise agreed in writing, delivery shall be ex works, EXW Incoterms 2020, goods collection point: Dr. Carl-Eibes-Straße 9, D-92253 Schnaittenbach, for deliveries within the EU, and FCA Incoterms 2020, goods collection point: Dr. Carl-Eibes-Straße 9, D-92253 Schnaittenbach for export transactions and deliveries outside the EU. In the event of the customer being obliged to collect or arrange dispatch, the goods shall be dispatched at the customer's risk and expense. This shall also apply if we use our own vehicles for dispatch.

5.2 In the absence of any alternative agreement, we reserve the right to choose the route and means of transport for agreed shipments. We shall, however, endeavour to accommodate the customer's preferences regarding the method and route, the customer shall have no legal entitlement to this. Any additional costs arising from such preferences – even in the case of agreed carriage-paid delivery – shall be borne by the customer, along with standard transport and insurance costs.

5.3 The risk of accidental loss or accidental deterioration shall pass to the customer, in the case of an agreed obligation to collect, upon handover of the products to be delivered to the customer; in the case of an agreed obligation to dispatch, to the forwarding agent, the carrier or any other undertakings designated to carry out the dispatch; but at the latest

upon the goods leaving our factory, our warehouse, our branch or the manufacturer's factory, unless a duty to deliver to the customer's premises has been agreed. The foregoing also applies where an agreed partial delivery is made.

6. Warranty

6.1 The customer must inspect the goods to a reasonable extent immediately upon receipt. The customer must notify us of any apparent material defects without delay, but no later than 14 calendar days after collection in the case of delivery ex works or from the warehouse, or otherwise upon delivery; hidden material defects must be reported to us without delay upon discovery, and in the latter case no later than within the limitation period for warranty claims as set out in clause 6.2. Failure to give notice of defects within the prescribed time limit shall preclude any claim by the customer for breach of duty arising from material defects. This shall not apply in the event of wilful misconduct, gross negligence or fraudulent conduct on our part, in the event of injury to life, limb or health, or where we have given a guarantee of freedom from defects, or in the event of a procurement risk pursuant to Section 276 of the German Civil Code (BGB), or in the event of other mandatory statutory grounds for liability.

6.2 Unless otherwise expressly agreed in writing (including email or text form), we provide a warranty for material defects for a period of 12 months, calculated from the date of the transfer of risk; in the event of the customer's refusal to accept or take delivery, from the time of the notice of readiness for collection of the goods. This does not apply to claims for damages arising from a guarantee, the assumption of a procurement risk within the meaning of Section 276 of the German Civil Code (BGB), claims arising from injury to life, limb or health, fraudulent, intentional or grossly negligent conduct on our part, or where a longer limitation period is mandatory under law. Section 305b of the German Civil Code (BGB) (the primacy of individual agreements, whether oral, in text form or in writing) remains unaffected. The above provision does not entail a reversal of the burden of proof.

6.3 Our goods are free from material defects if, at the time of the passing of risk, they comply with the agreed specification. If we have not agreed on a specification with the customer, the goods are free from material defects if, at the time of the passing of risk, they possess the quality that is customary for goods of the same kind and that the customer may reasonably expect given the nature of the goods. Apart from the delivery of goods free from defects, we are under no obligation to provide any further service, unless otherwise expressly agreed in writing.

6.4 Should the goods delivered have a defect that already existed at the time of the transfer of risk, we shall, subject to a timely notice of defects, at our discretion either rectify the defect or supply replacement goods. In the event of a replacement delivery, the defective parts must be returned to us. We must always be given the opportunity to remedy the defect within a reasonable period. Claims for recourse remain unaffected by the above provision. If the subsequent performance fails, the customer may, without prejudice against any claims for damages, withdraw from the contract or reduce the payment. Our consent must be obtained before any goods are returned.

6.5 Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded to the extent that such expenses increase because the goods delivered by us have subsequently been moved to a location other than the customer's premises, unless such movement is in accordance with their intended use.

6.6 The customer shall only have recourse claims against us to the extent that the customer has not entered into any agreements with its own customer that go beyond the mandatory statutory claims for defects. Furthermore, the provision in clause 6.4 shall apply mutatis mutandis to the scope of the customer's recourse claim against us.

7. Force majeure

7.1 In the event of force majeure or other impediments to our ability to deliver for which we are not at fault – such impediments being circumstances and events that cannot be prevented by exercising due care in the conduct of business – we shall inform our customers of this in good time in writing or in text form. In such cases, we shall be entitled to postpone delivery for the duration of the hindrance or to withdraw from the contract in whole or in part with regard to the unfulfilled part, provided that we have complied with our aforementioned duty to inform and have not assumed the procurement risk or provided a delivery guarantee. Cases of force majeure shall include, amongst other things, transport disruptions, operational disruptions (e.g. due to fire, water damage or machinery breakdowns), delays

in the delivery of raw materials, official measures, any form of industrial action and all other impediments which, viewed objectively, have not been culpably caused by us.

7.2 If a delivery date or delivery period has been bindingly agreed and, due to events referred to in clause 7.1, the agreed delivery date or delivery period is exceeded, the customer shall be entitled to withdraw from the contract in respect of the unfulfilled part thereof following the fruitless expiry of a reasonable grace period. Any further claims by the customer, particularly those for damages, are excluded in this case.

7.3 The above provision in accordance with clause 7.2 shall apply mutatis mutandis if, for the reasons set out in clause 7.1, it is objectively unreasonable for the customer to continue to be bound by the contract even in the absence of a contractual agreement on a fixed delivery date.

8. Exclusion/Limitation of Liability

8.1 Subject to the exceptions set out below, we shall not be liable, particularly for any claims by the customer for damages or reimbursement of expenses – regardless of the legal basis – in the event of a breach of obligations arising from the contractual relationship.

8.2 The above exclusion of liability under clause 8.1 shall not apply:

- in the event of our own intentional or grossly negligent breach of duty, or an intentional or grossly negligent breach of duty by our legal representatives or vicarious agents; or
- in the event of a breach of material contractual obligations; 'material contractual obligations' are those obligations which protect the customer's legal positions that are essential to the contract, which the contract is specifically intended to grant the customer in accordance with its content and purpose; furthermore, material contractual obligations are those whose fulfilment is essential for the proper performance of the contract in the first place and on whose compliance the customer has regularly relied and is entitled to rely; or
- in the event of injury to life, limb or health, including that caused by legal representatives or vicarious agents; or
- in the event of delay, provided that a fixed delivery date and/or a fixed date for performance had been agreed; or
- in so far as we have assumed a guarantee for the quality of our goods or the successful performance of a service, or a procurement risk within the meaning of Section 276 of the German Civil Code (BGB); or
- in the event of liability under the Product Liability Act or other mandatory statutory grounds for liability.

8.3 In the event that we or our vicarious agents are only guilty of slight negligence and none of the cases set out in clause 8.2 above (specifically the 4th, 5th and 6th indents) apply, we shall be liable, even in the event of a breach of material contractual obligations, only for damage that is typical of the contract and foreseeable.

8.4 Our liability is limited to a maximum liability amount of €3 million for each individual claim. This shall not apply where we are found to have acted with malice, wilful misconduct or gross negligence; to claims arising from injury to life, limb or health; or in the event of a claim based on a tortious act, an expressly assumed guarantee or the assumption of a procurement risk pursuant to Section 276 of the German Civil Code (BGB); or in cases where higher liability limits are mandatory under law. Any further liability is excluded.

8.5 The exclusions or limitations of liability set out in clauses 8.1 to 8.4 above shall apply to the same extent in favour of our directors, our executive and non-executive employees and other vicarious agents, as well as our subcontractors.

9. Terms of payment

9.1 Unless otherwise agreed, payment of the purchase price must be made within 8 calendar days of the invoice date, without any deductions, by direct debit or bank transfer.

9.2 Payment methods other than bank transfer require a separate written agreement. This applies specifically to cheques, bills of exchange or alternative digital payment methods.

9.3 We are entitled to carry out or provide any outstanding deliveries or services only against advance payment or the provision of security if, after conclusion of the contract, we become aware of circumstances which are likely to significantly impair the customer's creditworthiness and which jeopardize the payment by the customer of our outstanding claims. This applies to all outstanding claims arising from the relevant contractual relationship (including from other individual orders to which the same framework agreement applies). If the customer fails to provide advance payment or security within a reasonable deadline set by us, we may withdraw from the contract.

9.4 The customer shall only have a right of retention or set-off in respect of counter-claims that are undisputed, mutually agreed, or have been established by a final and binding court judgement or arbitral award. The customer may only exercise a right of retention to the extent that their counter-claim is based on the same contractual relationship.

9.5 Upon the occurrence of default, interest on arrears shall be charged at a rate of 9 percentage points above the European Central Bank's base rate applicable at the time the payment claim falls due. We reserve the right to claim further damages.

10. Retention of Title

10.1 We reserve title to all goods delivered by us (hereinafter collectively referred to as 'goods subject to retention of title') until all our claims arising from the business relationship with the customer, including future claims arising from contracts concluded at a later date, have been settled. This also applies to any balance in our favour where individual or all claims are included by us in a current account and the balance has been struck.

10.2 The customer must adequately insure the goods subject to retention of title, in particular against fire, theft, water and other environmental hazards. The customer hereby assigns to us all insurance claims resulting from damage to or destruction of the retained goods, up to the total amount of the unpaid purchase price.

10.3 The customer is entitled to resell the delivered products in the ordinary course of business. Other dispositions, in particular pledging or granting security interest in them, are not permitted. If the goods subject to retention of title are not paid for immediately by the third-party purchaser upon resale, the customer is obliged to resell them only subject to retention of title. The right to resell the goods subject to retention of title shall lapse automatically if the customer suspends payments or falls into arrears with us.

10.4 The customer hereby assigns to us all claims, including securities and ancillary rights, arising from or in connection with the resale of goods subject to retention of title against the end purchaser or third parties. The customer may not enter into any agreement with its buyers that excludes or impairs our rights, or renders this advance assignment null and void. In the event that goods subject to retention of title are sold together with other items, the claim against the third-party purchaser shall be deemed assigned in the amount of the delivery price agreed between us and the customer, provided that the amounts attributable to the individual goods cannot be determined from the invoice.

10.5 The customer remains authorised to collect the assigned claim until we revoke such authorisation. However, we undertake to revoke the authorisation to collect the claim only where we have a legitimate interest in doing so. A legitimate interest exists, without limitation, if the customer fails to meet their payment obligations properly or falls into arrears. Upon request, the customer is obliged to provide us with all the information and documents necessary for the collection of the assigned claims and, unless we do so ourselves, to inform their customers immediately of the assignment to us.

10.6 If the customer places claims arising from the resale of reserved goods into a current account relationship with its own customers, the customer hereby assigns to us any recognised closing balance in their favour. This assignment shall be in an amount equal to the total claim arising from the resale of our reserved goods placed into said current account.

10.7 In the event of a breach of contract attributable to the customer, particularly in the event of late payment, we shall be entitled to take back all goods subject to retention of title. Taking back these goods shall constitute a withdrawal from the contract. Upon withdrawal, the customer shall be obliged to surrender the goods to us without further notice and shall bear all incurred transport costs in connection with the return. Our taking back of the goods subject to retention

of title shall constitute withdrawal from the contract. Upon withdrawal, we are entitled to realise the goods subject to retention of title. The proceeds from such realisation, less reasonable costs of realisation, shall be set off against any claims the customer owes us arising from the business relationship. We may enter the customer's business premises during normal business hours to verify the stock of goods delivered by us. The customer must inform us immediately in writing of any access by third parties to the goods subject to retention of title or to claims assigned to us.

10.8 If the value of the security held by us under the above provisions exceeds the total value of the secured claims by more than 10 per cent (10%), we shall, upon the customer's request, be obliged to release security of our choosing to the extent of the excess.

10.9 Any processing or alteration of the goods subject to retention of title shall be carried out on our behalf as the manufacturer, without, however, placing us under any obligation. If the goods subject to retention of title are processed or inseparably combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the net invoice amount of our goods to the net invoice amounts of the other processed or combined items. If our goods are combined with other movable items to form a single item which is to be regarded as the principal item, the customer hereby transfers co-ownership thereof to us in the same proportion. The customer shall hold the ownership or co-ownership in safekeeping for us free of charge. The co-ownership rights arising hereunder shall be deemed to be goods subject to retention of title. At our request, the customer is obliged at any time to provide us with the information necessary to enforce our rights of ownership or co-ownership.

10.10 In the event of attachment or other interventions by third parties, the customer must notify us immediately in writing so that we may file a third-party opposition claim in accordance with Section 771 of the German Code of Civil Procedure (ZPO). To the extent that the third party is unable to reimburse us for the judicial and extrajudicial costs of such legal action, the customer shall be liable for the loss incurred by us.

11. Sanctions and Export Control Regulations

The customer undertakes to comply with the applicable national, European, American and international sanctions and export control regulations when using, transferring, or reselling goods delivered and services provided by us. This includes, but is not limited to, the prohibition on the sale or export of goods to sanctioned countries, to sanctioned end-users or for prohibited end-uses - such as the development of military equipment -without obtaining the necessary authorization required by law.

12. Place of Performance/Jurisdiction/Applicable Law

12.1 The place of performance for all contractual obligations is the registered office of our company, except in the case of an obligation to deliver to a specified place or where otherwise agreed.

12.2 The exclusive place of jurisdiction for all disputes is – provided the customer is a trader within the meaning of the German Commercial Code – Amberg, Germany. However, we are also entitled to bring proceedings against the customer at their general place of jurisdiction.

12.3 All legal relationships between the customer and us shall be governed exclusively by the law of the Federal Republic of Germany, specifically to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

13. Confidentiality

13.1 The customer must treat all documents and information received from us and in the performance of a contract as confidential as long as they are not in the public domain.

13.2 These obligations shall continue to apply even after the termination of the contract, of which these terms and conditions form part, and shall also be imposed on any third parties to whom documents and information are lawfully disclosed.

14. Data Protection

The parties undertake to comply with the applicable data protection provisions, in particular the General Data Protection Regulation.

15. Written Form/Severability Clause

15.1 All agreements, ancillary agreements, representations, and amendments to this contract must be in writing. This also applies to any waiver of the written form requirement itself. For the purposes of this clause, communication via email satisfies the written form requirement.

15.2 Should any individual provisions of these General Terms and Conditions be or become wholly or partially void, invalid, or unenforceable, this shall not affect the validity and enforceability of all remaining provisions or parts thereof. The void, invalid or unenforceable provisions shall be replaced by provisions which, in a legally valid manner, come as close as possible in economic terms to the meaning and purpose of the void, invalid or unenforceable provisions. The same applies in the event that these General Terms and Conditions should be incomplete.

15.3 The language of the contract is German. In the event of any discrepancies between the German version and a version of these General Terms and Conditions in another language, the original German text shall prevail in all cases.

As at 30 March 2026