

General Terms and Conditions

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I. Basis of offer and contract, applicable law

1. The following conditions form the basis and constituent part of all our offers and contract conclusions. Deviating agreements and terms and conditions of our contractual partners shall not apply to us unless we have expressly confirmed and acknowledged them as binding in writing.

2. Insofar as we offer or are to provide services in the fields of steelwork, mechanical engineering and/or electrical engineering, our Special Terms and Conditions for Assembly Work shall also apply to these service areas.

3. For the processing of contracts concluded by us and the filling of contractual loopholes, the following order of precedence shall apply:

- The contract including all associated documents
- Our General Terms and Conditions and Special Terms and Conditions for Assembly Work
- The German Standard Building Contract Procedures (VOB), parts A, B and C, in each case in the version valid at the time of conclusion of the contract, insofar as we are to provide services in the field of building construction and/or civil engineering
- The law of the Federal Republic of Germany.

The UN Convention on Contracts for the International Sale of Goods shall not apply.

4. Our offers are subject to change. The documents associated with our offers such as illustrations, drawings, weights and dimensions, service and other descriptions are only approximate unless expressly designated as binding in writing. We reserve the proprietary rights and copyrights to cost estimates, drawings and other documents. They may not be made accessible to third parties. We shall undertake to make plans and documents designated as confidential by the ordering party accessible to third parties only with the consent of the ordering party.

II. Scope of the order

1. The written order confirmation is binding for the scope of our services.

2. We are not obliged, but entitled to provide additional services and deliveries beyond the scope described in the order. This shall apply in particular in the case of additional orders by the ordering party or its personnel, furthermore if this is in the interest of the ordering party and the technical level of the services.

3. We shall be entitled to use the drawings, calculations or other information provided to us by the ordering party as a basis for the execution of the order without checking their completeness and correctness; the ordering party shall be solely responsible for the correctness and completeness of its information.

4. The examination of the structural analysis provided by us takes place at the instigation and expense of the ordering party.

III. Prices

1. In the case of delivery without assembly, the prices shall apply ex works, including loading, but without packaging.

2. Assembly shall be invoiced at our prices valid at the time of execution on the basis of time and cost of materials, unless a fixed price has been expressly agreed in writing.

3. For the invoicing of additional services, the hourly rates for operations including the necessary surcharges shall be charged, for additional deliveries the usual sales prices shall be charged, unless prices have previously been agreed in writing. The prices quoted for the original order shall only apply to changes and extensions to the order if we have expressly confirmed this in writing.

4. Unless otherwise stated, our prices are net prices to which value added tax at the respective statutory rate shall be added.

5. Our prices do not include any customs duties, protection tariffs or border fees. The costs for statutory acceptance tests and other official inspections shall be borne by the ordering party.

6. We or the Supplier shall be entitled to insure the delivery item against fire, water and other damage at the ordering party's expense, unless the ordering party itself proves that it has taken out such insurance.

7. Should delivery and/or service take place later than 3 months after confirmation of the order, we shall be entitled to charge new prices in the event of changes in list prices and/or material, wage or other costs which have since occurred.

8. The ordering party's offsetting against our claims shall be limited to counterclaims resulting from the same contractual relationship or from other legal relationships which are undisputed, finally adjudicated or recognised by us.

IV. Invoicing and payment

1. We shall be entitled to demand an advance payment of 30% of the order value after the order is placed. The remaining payments shall be due as follows:

- 30% of the order value 10 days after notification of readiness for dispatch or after the beginning of the month
- 30% of the order value 10 days after delivery or the end of month
- 10% of the order value plus any costs for increases 30 days after invoicing, in each case without deduction.

2. The timeliness of the payment is determined by the arrival of the sum in one of our accounts. Should the payment deadline be exceeded, we shall be entitled to demand default interest from the due date in the amount of 4% above the applicable discount rate of the Deutsche Bundesbank; the ordering party shall be entitled to prove a lesser loss.

3. The deduction of discounts in the event of early payment is only permissible on the basis of separate agreements.

V. Dates for delivery and services

1. Delivery and service deadlines are calculated from the date of our written order confirmation. They shall only be deemed binding if expressly confirmed as binding by us. Deadlines shall not commence until the ordering party has supplied us with all documents and information, such as the necessary permits and approvals.

2. A reasonable extension of the deadlines shall be granted in the event of events and measures within the course of labour disputes, in particular strikes and lock-outs, as well as in the event of unforeseeable obstacles beyond our control (such as but not limited to pandemics, in particular the known but in its effect still unforeseeable Sars-CoV-2-Pandemic), should these have a significant demonstrable influence on the execution of the order. This shall also apply if the circumstances in question are in relation to subcontractors or during an already existing delay.

3. We shall only be obliged to comply with delivery and service deadlines when the ordering party fulfils its contractual obligations.

4. Should dispatch be delayed by the ordering party upon delivery, commencing 1 month after notification of readiness for dispatch, it may be charged storage fees and other costs in the amount of 1% of the total order value for each month commenced, unless higher costs can be proven. The ordering party remains entitled to prove a lesser loss.

5. In the event of our default or impossibility of service for which we are responsible, our liability shall be based on the provisions of Section IX.

VI. Retention of title

1. All our deliveries are subject to retention of title. The delivered goods shall remain our property as reserved goods until all liabilities of the ordering party arising from our entire business relationship have been settled in full.

2. Should the ordering party be in default of payment, we shall be entitled to take back the reserved goods after issuing a reminder and the ordering party shall be obliged to surrender them.

3. Should reserved goods be processed by the ordering party into a new movable item, the processing shall be carried out on our behalf without us being under any obligation; the new item shall become our property. In the event that the item is processed along with goods not belonging to us, we shall retain joint ownership of the new item in the ratio of the value of the reserved goods to the value of the other goods at the time of processing.

4. The provisions of sections 947 and 948 of the German Civil Code (BGB) shall apply to the combination, mixing and blending of reserved goods with goods not belonging to us, with the additional proviso that in the case of the acquisition of sole ownership, the ordering party shall hereby transfer co-ownership to us in proportion to the value of the reserved goods to the other goods at the time of the combination, mixing or blending.

5. Should reserved goods be sold alone or together with goods not belonging to us, the ordering party shall hereby assign to us the claims arising from the resale in the amount of the value of the reserved goods with all ancillary rights and priority over the rest; we shall accept the assignment. The value of the reserved goods shall be the amount invoiced by us for this purpose.

6. Should reserved goods alone or together with goods which do not belong to us be connected to the property of a third party by the ordering party or by us on behalf of the ordering party as an essential component with the goods which do not belong to us, the ordering party hereby assigns to us the claims arising against the third party in the amount of the

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value of the reserved goods to be determined in accordance with subsection 5 clause 2 with all ancillary rights, including the right to the granting of a debt-securing mortgage, with priority over the rest; we shall accept the assignment.

7. Should reserved goods alone or together with goods which do not belong to us be connected as an essential component with the ordering party's property, the ordering party shall hereby assign to us claims arising from the sale of the property or of property rights in the amount of the value of the reserved goods to be determined in accordance with subsection 5 clause 2 with all ancillary rights and with priority over the rest; we shall accept the separation.

8. Bills of exchange received by the ordering party on the basis of assigned claims shall be hereby assigned to us. The ordering party shall keep the documents for us.

9. The ordering party shall only be entitled and authorised to resell, use or install the reserved goods in the ordinary course of business and only subject to the proviso that the claims arising therefrom within the meaning of Section VI. "Retention of title" shall pass to us. The ordering party shall not be entitled to dispose of the reserved goods in any other way, in particular by pledging them or assigning them as security.

10. Subject to revocation, the ordering party shall be authorised to collect the claims assigned in accordance with Section VI. We shall not utilise our own authority to collect as long as the ordering party meets its payment obligations.

11. Should we so request, the ordering party shall name the debtors of the assigned claims and notify them of the assignment; we shall also be entitled to inform the debtors of the assignment ourselves.

12. Should we collect the assigned claims ourselves in the event of default in payment on the part of the ordering party, the ordering party shall be obliged to cooperate comprehensively in the collection by us, in particular by preparing the necessary invoices, providing information and handing over documents insofar as this is necessary for the collection.

13. The ordering party shall be obliged to inform us immediately of any enforcement measures taken by third parties against the reserved goods or the assigned claims; this shall include in particular the handing over of the documents necessary for an objection.

14. In the event of cessation of payments, application for or opening of insolvency, judicial or extrajudicial composition proceedings, the right to resell, use or install the reserved goods and the authorisation to collect the assigned claims shall lapse. The direct debit authorisation shall also expire if cheques or bills of exchange of the ordering party are protested.

15. Upon redemption of all claims arising from our business relationship with the ordering party, ownership of the reserved goods and the assigned claims shall pass to the ordering party. Should the value of all securities granted exceed our claims by more than 20%, we shall be obliged to retransfer or release the securities at the discretion of the ordering party.

VII. Notification of defect and warranty

1. Even if it is not a merchant within the meaning of the German Commercial Code (HGB), the ordering party must inspect the goods delivered or collected by it immediately after it or its employees have taken possession of them to ensure that they are in accordance with the contract and function properly. All defects, shortages and incorrect deliveries must be reported in writing within 5 working days of taking possession; hidden defects which, despite careful inspection, are not discovered immediately, after discovery, but in any case before processing, installation or resale. The time limit for complaints shall be extended to 10 days for ordering parties who are not merchants within the meaning of the German Commercial Code (HGB).

2. Insofar as we are liable to pay compensation, we shall be obliged, at our discretion, to remedy the defect, to deliver a replacement or to compensate the reduced value. Should the rectification of defects or replacement delivery fail, the ordering party may demand a reduction in payment or – except in the case of construction work – withdraw from the contract. Claims for damages shall be governed by Section IX.

3. The aforementioned claims shall become statute-barred 6 months after the date of delivery or collection or, in the case of express written agreement or promise, after expiry of the agreed or promised warranty period. The provision in Section IX shall remain unaffected.

4. Warranty claims may only be assigned effectively with our prior written consent.

5. A timely notification of defects shall not release the ordering party from its obligation to pay the agreed price in due time. However, the ordering party shall be entitled to deposit amounts which are in a reasonable pro-

portion to the costs of the rectification or replacement delivery with a bank in our favour at interest until the defect has been rectified.

VIII. Handover, acceptance, transfer of risk

Upon delivery, the risk shall pass to the ordering party when the parts ready for assembly leave our factory; this shall also apply if the delivery is carriage paid and/or we have additionally assumed responsibility for assembly.

IX. Liability

We shall be liable for damages caused by us, one of our legal representatives or one of our vicarious agents as a result of culpable injury to life, body or health. Furthermore, we shall be liable for damages caused by us, one of our legal representatives or one of our vicarious agents due to intentional or grossly negligent breach of duty or insofar as mandatory statutory liability regulations (e.g. product liability) exist. We shall also be liable for damages caused by us, one of our legal representatives or one of our vicarious agents resulting from the culpable breach of essential contractual obligations, in the case of minor negligence, however, limited in amount to the contractually typical damages foreseeable at the start of the contract. Essential contractual obligations are those obligations, the breach of which jeopardises the achievement of the contract and on which the ordering party regularly relies and may rely.

X. Data privacy

1. The Parties shall undertake to process personal data in accordance with the General Data Protection Regulation and any other relevant data privacy regulations, to treat it confidentially and not to process this data outside the purpose of the respective contract.

2. In principle, we shall only pass on personal data to third parties when this is necessary for the execution of the contract with the ordering party or we are legally obliged or entitled to do so. Insofar as we use third-party service providers to fulfil the contract, they shall also be obligated to apply the provisions of the GDPR.

3. We shall take appropriate technical and organisational measures to maintain the confidentiality, availability and integrity of the personal data provided by the ordering party. In particular, we oblige all employees employed by us to observe data privacy and confidentiality.

4. In the event that we are a processor within the meaning of the data protection regulations, we shall conclude a separate agreement with the ordering party regarding the order processing.

5. Further information on our privacy policy can be found on our website at: <https://mias-group.com/en/data-protection>.

XI. Place of jurisdiction

The place of jurisdiction for all disputes arising from the contractual relationship shall be Munich, Germany, as far as permissible according to s. 38.1 of the German Code of Civil Procedure (ZPO).

XII. Severability Clause

Should individual provisions of the contract be invalid or void, the validity of the remaining provisions shall remain unaffected. If this is the case, the invalid or void provision shall be replaced by a provision that most closely reflects the desired economic success in a permissible manner.