Terms and Conditions of Sale and Delivery

of Envanio Germany GmbH for the delivery of goods in the spare parts business

Effective as of: October 15, 2026

I. General Provisions and Scope of Application

1. These Terms and Conditions of Sale and Delivery apply to all offers, deliveries, and other services provided by Envanio Germany GmbH ("Envanio") to customers as defined in Section 2. Any deviating, conflicting, or supplementary terms and conditions of the customer shall apply only if Envanio has expressly agreed to them in writing. This also applies if Envanio performs without reservation while aware of the customer's terms and conditions. These terms and conditions also apply to future transactions with the customer.

2. These terms and conditions apply only to persons who, at the time of concluding the contract, are acting in the course of their commercial or independent professional activities (businesses) as well as to legal entities under public law.

3. These Terms and Conditions of Sale and Delivery apply exclusively to contracts for the delivery of replacement parts and other goods in the replacement parts business. Standard ancillary services incidental to the delivery of goods—in particular packaging, shipping arrangements, the provision of product information, and basic technical advice—remain covered. These terms and conditions do not apply to independent or substantial planning, design, customization, setup, assembly, installation, commissioning, maintenance, inspection, repair, or other work and services. Separate contractual terms and conditions to be agreed upon apply to such services. Spare parts manufactured or modified according to the customer's specifications are also considered deliveries of goods, provided that any design or modification work is merely an integral part of the delivery of goods.

II. Contract Documents, Conclusion of the Contract, and Customer Notices

1. Offers from Envanio are subject to change and non-binding unless they are expressly designated as binding in writing or contain a specific acceptance period. This also applies to drawings, plans, catalogs, samples, price quotations, cost estimates, other documents, and software provided.

2. In the case of a binding offer, the contract is concluded upon the customer's timely signature of the offer. In all other cases, the contract is concluded only upon Envanio's written order confirmation or upon the signing of a contract by both parties.

3. Envanio retains all ownership, copyright, patent, and other intellectual property rights in all documents and software provided, including the right to apply for such rights. The documents and software are confidential and may only be used for the purpose of initiating and performing the respective contract. Disclosure to third parties is permitted only with Envanio's prior written consent. These obligations shall continue to apply even if no contract is concluded or if the contract terminates.

4. If no contract is concluded, the customer must return all documents and software in full upon first request. The customer must confirm in writing that it has not retained any copies or other reproductions and has not disclosed any such materials to third parties. A right of retention is excluded.

5. The customer must inform Envanio in writing prior to the conclusion of the contract if the delivered item is not intended solely for ordinary use or is to be used under unusual conditions, under increased stress, or in situations involving special health, safety, or environmental risks.

6. Envanio shall be liable for fitness for a particular purpose only if such fitness has been expressly warranted in writing in the contract.

III. Scope of Services and Changes

1. The content and scope of the service are determined exclusively by the binding offer, the written order confirmation, or the contract signed by both parties. Information contained in catalogs, product descriptions, data sheets, plans, non-binding offers, drawings, or specifications shall only become part of the contract if the relevant contractual document expressly refers to them. A specific quality is agreed upon only if it is expressly designated as such in writing.

2. Side agreements, as well as amendments or additions to the contract, are effective only if Envanio confirms them in writing.

3. If, during the term of the contract, the applicable law or the state of the art changes and this necessitates a change to the service, Envanio shall inform the customer. Changes required by law or requested by the customer shall be governed by an amendment. Envanio is entitled to a reasonable extension of the deadline and to reimbursement of any additional costs incurred. Envanio shall immediately inform the customer of the consequences regarding deadlines and costs and shall submit a revised offer. Until an agreement is reached on the amendment, Envanio is not obligated to perform the modified service.

4. “Envanio may change the design and materials provided that such changes do not significantly impair the normal or contractually intended use and the changes are reasonable for the customer. Envanio shall inform the customer prior to making the changes, provided this is possible without disproportionate effort.”

IV. Prices and Payment

1. Unless otherwise agreed in writing, prices are “Ex Works” (EXW) in accordance with Incoterms 2020. Packaging, shipping, insurance, sales tax, and other taxes or duties are not included. Packaging, shipping, and requested insurance costs will be charged at the rates in effect at the time they are incurred. If Envanio arranges transportation at the customer’s request or, in exceptional cases, handles unloading, the customer shall bear the costs incurred therefor, unless otherwise agreed in writing.

2. Quoted prices apply only to the respective individual order. A fixed price must be expressly agreed upon in writing.

3. The agreed-upon terms of payment apply. In the absence of an express written provision, Envanio may require a down payment equal to the cost of materials and interim payments based on the progress of the work. At least 90% of the contract price must be paid prior to delivery. Payments must be made in the currency specified in the quote or order confirmation. Unless otherwise agreed in writing, invoices are due without deduction 14 days after the invoice date.

4. Payments must be made free of charge to the account specified on the invoice. A payment is not considered made until the full amount has been irrevocably credited. The customer shall bear any additional costs associated with the chosen payment method.

5. In the event of late payment, the customer shall owe default interest at a rate of nine percentage points above the base interest rate without the need for a reminder. Envanio may prove higher actual damages. The rights set forth in Section VI remain unaffected.

6. The customer may set off claims only against undisputed claims, claims acknowledged by Envanio, or claims that have been legally established. Rights of retention are excluded to the extent permitted by law.

7. If installment payments have been agreed upon, the entire remaining balance shall become due immediately if the customer is at least 14 days in arrears on one installment, is wholly or partially in arrears on at least two installments and the arrears amount to at least 10% of the purchase price, suspends payments, or if insolvency proceedings or comparable foreign proceedings are initiated. Interest on the outstanding balance shall be calculated at a rate of nine percentage points above the base interest rate.

8. For contracts with a term or delivery period of more than four months from the date of conclusion, Envanio is entitled to adjust the agreed-upon prices appropriately if the costs for materials, energy, transportation, or supplier parts have demonstrably increased by more than 5% after the contract was concluded compared to the time of the offer. Envanio shall notify the customer in writing of the price adjustment, specifying the cost increases, at least four weeks before it takes effect. If the price adjustment exceeds 15% of the original price, the customer is entitled to terminate the affected order in writing within two weeks of receiving the notice."

V. Delivery Period, Default, Impossibility of Performance, Doubts Regarding Creditworthiness, and Takeover

1. The delivery period is determined by the individual agreement. It is contingent upon the customer providing all necessary documents in a timely manner, fully clarifying all technical and commercial issues, and granting the required approvals. In the event of delays on the part of the customer, deadlines and dates shall be extended accordingly. Periods during which the customer is in arrears with agreed-upon payments shall not be included in the delivery period.

2. Unless expressly agreed otherwise in writing, the delivery period is deemed to have been met if Envanio notifies the customer that the goods are ready for shipment within the period or if the goods have left the factory.

3. Delivery periods shall be extended appropriately if Envanio is unable to perform or cannot perform on time due to an obstacle beyond its control that could not reasonably have been foreseen at the time the contract was concluded. This includes, in particular, late or improper supply from Envanio's own suppliers, force majeure, labor disputes, and delayed official approvals. Envanio shall inform the customer as soon as possible of the start and end of such an impediment. If the impediment lasts longer than six months or is expected to last longer, either party may terminate the contract. Claims for damages are excluded in such cases.

4. If Envanio culpably defaults for a reason for which it is responsible, the customer may withdraw from the contract in writing within a further four calendar weeks following an unsuccessful written grace period of at least 60 days. If the withdrawal is not made within this period or if Envanio is ready to deliver before the notice of withdrawal is received, the right of withdrawal shall lapse.

5. "Claims for damages arising from a delay in delivery that go beyond the right of withdrawal under Section 4 are excluded, unless such damages result from injury to life, limb, or health caused by an intentional or grossly negligent breach of duty by Envanio or by an intentional or grossly negligent breach of duty by a legal representative or agent of Envanio, or from a breach of material contractual obligations. In the latter case, liability is limited to the foreseeable damage typical for this type of contract."

6. The exclusion under Section 5 includes, in particular, lost profits, loss of production, business interruption, lost subsidies, and wasted expenses.

7. In the event of partial impossibility, the customer may rescind the contract only if it can be demonstrated that the partial performance is of no interest to the customer. Otherwise, the price attributable to the partial performance must be paid. If the impossibility occurs during a delay in acceptance or through the customer's fault, the customer remains obligated to pay the full consideration. If neither party is responsible for the impossibility, Envanio shall receive compensation commensurate with the work already performed. In all other respects, Section VIII applies.

8. If, after the conclusion of the contract, circumstances come to light that give rise to reasonable doubts regarding the customer's solvency or creditworthiness and jeopardize the claim for payment, Envanio may withhold performance until the customer pays or provides sufficient security and settles any other outstanding claims against Envanio.

9. Unless otherwise agreed in writing, the customer must take delivery of the goods at the factory within ten days of notification that they are ready for shipment. If this deadline is exceeded by more than five days, Envanio may arrange for shipment and handle the necessary formalities at the customer's expense. The obligation to pay remains in effect. Envanio may instead dispose of the goods as it sees fit and deliver a replacement at a later date. Section VI remains unaffected.

VI. Default in Acceptance and Postponement at the Customer's Request

1. If the customer defaults on acceptance, pickup, or payment, Envanio may, after setting a reasonable grace period, withdraw from the contract and/or claim damages in lieu of performance. In the absence of proof of damages, compensation shall amount to 20% of the purchase price for mass-produced or standard replacement parts and 100% for replacement parts manufactured or customized according to the customer's specifications that cannot otherwise be utilized or can only be utilized at disproportionate expense. Envanio may prove that the damages were higher. The customer may prove that no damages were incurred or that the damages were significantly lower.

2. In addition, Envanio may charge for additional expenses, in particular storage costs. If storage is arranged by a third party, the customer shall bear the third party's storage costs and the transportation costs to the storage location. If stored at Envanio, the storage fee, without proof, amounts to 0.1% of the purchase price for each week or portion thereof. Envanio may prove higher damages, and the customer may prove that no damages were incurred or that the damages were significantly lower.

3. The provision in Section 2 also applies if Envanio claims damages in addition to performance or if shipment is postponed at the customer's request.

VII. Delivery, Transfer of Risk, and Insurance

1. Partial deliveries are permitted unless expressly excluded in writing.

2. Unless expressly agreed otherwise in writing, delivery shall be "Ex Works" (EXW) in accordance with Incoterms 2020. The customer shall bear transportation and customs costs. The risk of accidental loss and accidental deterioration shall pass to the customer upon readiness for shipment at the factory.

3. The "Ex Works" (EXW) agreement applies even if Envanio organizes the transport at the customer's request or commissions a third party to do so.

4. If Envanio organizes the transportation, the customer must, in particular, ensure that the unloading location is accessible and that suitable equipment, such as a crane or forklift, is available.

“5. If Envanio organizes transportation at the customer’s request, Envanio will take out transportation insurance only if the customer expressly requests this in writing and bears the costs . The scope of insurance coverage is governed by the respective insurance terms and conditions.”

VIII. Retention of Title and Temporary Repossession

1. The delivered goods remain the property of Envanio until all of Envanio’s claims against the customer have been satisfied, even if the specific delivered goods have already been paid for. The customer authorizes Envanio to disclose the retention of title.

2. While the retention of title is in effect, pledging and transfer of ownership by way of security are prohibited. Resale, transfer, leasing, or other disposition to third parties requires Envanio’s prior written consent and must preserve the retention of title. The customer shall treat the delivered goods with due care and shall immediately notify Envanio in writing of any attachments, seizures, or other interventions by third parties.

3. In the event of late payment or a breach of material contractual obligations, Envanio may temporarily reclaim the delivered goods until payment is made or the breach is remedied. Such reclaiming does not constitute a withdrawal from the contract.

4. “Instead of taking back the delivered goods, Envanio may, in the event of late payment and after the unsuccessful expiration of a four-week notice period, deactivate the delivered goods until payment is made, in particular via remote access at , provided the delivered goods are equipped with the appropriate technical device. Deactivation shall only take place if it does not endanger the safety of persons, equipment, or the surrounding area. Envanio shall not be liable for any operational or production downtime suffered by the customer as a result of a justified deactivation."

5. In the event of resale, the customer hereby assigns to Envanio, by way of performance, the resulting claims against its customers until all of Envanio’s claims have been satisfied.

6. In the event of processing, transformation, or combination, Envanio shall immediately acquire co-ownership of the new item in proportion to the value of the delivered item. The new item shall be deemed goods subject to retention of title.

7. If the value of the security exceeds Envanio’s claims by more than 10%, Envanio shall, at the customer’s request, release security of Envanio’s choosing to the corresponding extent.

8. The provisions regarding the transfer of risk in Section VII remain unaffected.

IX. Notice of Defects and Rights Arising from Defects

1. The customer may refuse to accept the goods only if they are obviously and materially defective or if there is a material discrepancy in quantity. The refusal must be justified in writing without delay.

2. The customer must inspect the goods and the accompanying documents immediately upon delivery. “Any apparent defects or discrepancies in quantity must be reported to Envanio in writing without delay, no later than seven calendar days after delivery, with a precise description of the defect; the notice must describe the defect in such a way that Envanio can assess its nature and extent, and must be supplemented, if possible, by photographs or other evidence. The notice must be sent within the deadline and must actually be received by Envanio.” If a proper and timely notice is not provided, the customer forfeits their rights regarding the apparent defect, to the extent permitted by law.

3. Hidden defects must be reported to Envanio immediately, no later than seven calendar days after their discovery, in writing and with a precise description of the defect. The notice must be sent within the deadline and must actually be received by Envanio. If a proper and timely notice

is not provided, the customer forfeits their rights regarding the hidden defect, to the extent permitted by law.

4. If no defect is found following a notice of defect, the customer shall reimburse Envanio for the costs of the inspection, provided that the customer knew or, through negligence, failed to recognize that no defect existed.

5. In the event of a defect in the goods or the documents, Envanio may, at its discretion, either repair the goods or provide a replacement. The customer must give Envanio a reasonable opportunity to do so. “If the remedy is unsuccessful within a reasonable period, the customer may, after the fruitless expiration of a further reasonable grace period set in writing, reduce the purchase price in accordance with the diminished value or—provided the defect is not minor—withdraw from the contract. Withdrawal entitles the customer only to a refund of the purchase price paid for the defective goods, less reasonable compensation for use. Claims for damages and other claims are governed exclusively by the liability provisions of these Terms and Conditions.”

6. Unless expressly agreed in writing, a defect does not consist solely in the fact that the goods are not suitable for a specific purpose intended by the customer.

7. Claims for defects shall not apply, in particular, in cases of unsuitable or improper use, faulty installation by the customer or third parties not commissioned by Envanio, natural wear and tear—particularly of wear parts—improper storage, improper or negligent handling, excessive strain, insufficient maintenance, unauthorized modifications, or the use of unsuitable operating, auxiliary, or replacement materials, provided that Envanio is not responsible for these circumstances. Envanio shall not be liable for the consequences of improper repairs carried out by the customer or third parties.

8. Claims for material defects and defects of title shall, to the extent permitted by law, be barred twelve months after delivery of the goods to the customer. For repairs and replacement deliveries, the statute of limitations generally ends with the period applicable to the original goods. Mandatory statutory limitation periods remain unaffected. A prerequisite for claims for defects is timely notification in accordance with Sections 2 and 3.

9. Unless expressly agreed otherwise in writing, Envanio guarantees freedom from third-party industrial property rights and copyrights only in the country of delivery. If the contractual use of the goods infringes such rights in that country, Envanio shall, at its option, either procure an additional right of use for the customer or modify or replace the goods in a manner reasonable for the customer so that the infringement ceases. If this is not possible under economically reasonable terms or within a reasonable period, either party may withdraw from the affected contract; the customer may demand a refund of the purchase price paid for the affected goods.

10. The obligations under Section 9 are exhaustive in the event of intellectual property rights infringements, to the extent permitted by law. They apply only if the customer promptly notifies Envanio in writing, provides Envanio with reasonable support at its own expense, leaves all defensive measures—including out-of-court settlements—to Envanio, and the infringement is not based on the customer’s specifications, unauthorized modifications, or use in breach of the contract. If the customer is responsible for the infringement, the customer shall indemnify Envanio against claims by third parties.

11. If the customer has culpably contributed to a defect, in particular by breaching its obligations to prevent or mitigate damage, the customer shall bear the resulting disadvantages to the extent of its contributory negligence.

12. In the sale of used goods, claims for defects are excluded unless Envanio is liable under mandatory statutory provisions.

X. No Warranties

1. Information contained in catalogs, product descriptions, data sheets, offers, drawings, or other documents shall only constitute an agreed-upon quality if it has expressly become part of the contract. A guarantee of quality or durability within the meaning of § 443 of the German Civil Code (BGB) shall only exist if Envanio expressly designates it as a guarantee in writing.

2. If warranted characteristics are not met, the customer is entitled to the rights set forth in Section VIII.

XI. Liability and Damages

1. To the extent that Envanio provides product information or general technical guidance in connection with the delivery of goods, liability for incorrect information or guidance shall be governed exclusively by the provisions of this section.

2. “Envanio’s liability for simple negligence is limited to damages that were reasonably foreseeable at the time the contract was concluded as a possible consequence of a breach of contract. Envanio’s total liability arising from and in connection with the respective contract—regardless of the legal basis—is limited to 100% of the net purchase price agreed upon in the relevant individual contract, unless mandatory law provides otherwise. The foregoing limitations do not apply to damages resulting from injury to life, limb, or health; to claims under the Product Liability Act; in cases of willful misconduct or fraudulent concealment of a defect; or in the event of a breach of a warranty that has been assumed.”

3. To the extent permitted by law, the limitations of liability also apply in favor of Envanio’s employees, workers, officers, subcontractors, and other agents.

XII. Software

1. This section applies only to the extent that a delivered replacement part contains software or firmware as intended or is delivered together with software. In this case, the provision of the software is an integral part of the delivery of goods.

2. Open-source components are licensed exclusively in accordance with the applicable open-source licenses of their respective rights holders. An overview of the components and licenses is included in the documentation. Modifications for personal use and reverse engineering to troubleshoot such modifications are permitted within the scope of the respective license.

3. For software from other providers, their terms and conditions and license terms take precedence. Envanio will make them available to the customer upon request. These terms and conditions apply in addition.

4. For software supplied by Envanio, the customer receives a non-exclusive right of use, including documentation, limited to the intended scope of delivery. Use on multiple systems is prohibited. The right of use may be transferred to a subsequent owner or lessee of the delivered item, provided that such party does not receive any additional rights and assumes at least the same obligations. The customer may not retain any copies.

5. Manufacturer information, in particular copyright notices, may not be removed and may only be modified with Envanio’s prior written consent.

6. All other rights to the software, documentation, and copies remain with Envanio or the software provider, unless otherwise required by mandatory law. In particular, Envanio is under no obligation to provide source code. Sublicensing is prohibited.

7. Unless otherwise agreed in writing, Envanio is under no obligation to provide updated software versions.

8. Material defects in the software are limited to proven and reproducible deviations from the specifications. A defect does not exist if it does not occur in the most recent version provided and the use of that version is reasonable. The customer must report defects in writing within one week of delivery and describe the errors and the data processing environment as precisely as possible.

9. Claims for defects do not apply, in particular, in cases of only minor deviations or impairments, improper or negligent handling, unforeseen external influences, modifications or enhancements made by the customer or third parties, or lack of compatibility with the customer's data processing environment.

10. In the event of a material defect, Envanio may, at its discretion, repair the product or provide a replacement.

11. To the extent that it is available or can be procured with reasonable effort, Envanio may provide an update or upgrade as a replacement. Until then, Envanio shall provide an interim solution at reasonable cost if the customer is unable to perform urgent tasks due to the defect. In the case of defective data carriers or documentation, the customer may only demand replacement with defect-free copies.

12. Envanio shall decide whether the defect is to be remedied at the customer's premises or at Envanio's premises. If the remedy takes place at the customer's premises, the customer shall provide the necessary hardware and software, operating conditions, computing time, suitable operating personnel, documentation, and information. Upon request, the customer shall grant remote maintenance access.

13. The obligations set forth in this section are exhaustive with respect to software defects. Further rights arising from defects, reduction in price, termination of the contract, claims for liability and damages, as well as other contractual and non-contractual claims are excluded to the extent permitted by law.

"14. The customer is obligated to perform a complete data backup prior to any installation, update, or correction of the software. Envanio is not liable for data loss that the customer could have avoided by performing a proper data backup."

XIII. Export Control and Data Protection

1. If the delivery requires an export license from Envanio, the contract shall not take effect until the license is granted. The customer shall provide all necessary documentation. If Envanio undertakes to obtain the license in writing, Envanio shall make all reasonable efforts; the customer shall reimburse the costs unless otherwise agreed in writing. Envanio does not guarantee the license. Import licenses shall always be obtained by the customer.

2. If the customer exports the delivered goods, the customer shall comply with all applicable export control regulations. "In the event of a violation, Envanio may refuse to perform or may rescind the contract." The customer shall indemnify Envanio against all third-party claims, regulatory sanctions, fines, and other disadvantages incurred by Envanio as a result of the violation, and shall furthermore reimburse Envanio for at least the positive contractual interest." Upon request, the customer shall submit proof of use or end-use declarations even if these are not required by the authorities.

3. Envanio processes personal data in accordance with applicable legal provisions.

XIV. Place of Performance, Confidentiality, Governing Law, Dispute Resolution, and Final Provisions

1. Unless otherwise agreed in writing, the place of performance is the registered office of the company using these terms and conditions.

2. The customer shall treat all manufacturing, operational, and trade secrets that come to its knowledge in connection with contract negotiations or the contract as strictly confidential and shall use them exclusively for contractual purposes. Any other use or disclosure to third parties is prohibited. These obligations shall continue after the termination of the contract. The customer shall bind its employees and agents accordingly and shall be liable for their compliance.

3. The law of the Federal Republic of Germany shall apply exclusively, excluding its conflict-of-laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4. The exclusive venue for all disputes arising out of or in connection with the supply contract, including all questions regarding the existence, validity, or termination of the contractual relationship, is the registered office of the company applying these terms and conditions. We are also entitled to sue the customer at the customer's general venue.

5. To the extent that the written form is required and unless otherwise stipulated, an electronic transmission that permanently records the content of the declaration shall suffice. A signature remains required for the conclusion of the contract pursuant to Section II, Paragraph 2.

6. If any provision of the contract or these Terms and Conditions is wholly or partially invalid, the remaining provisions shall remain valid. The parties shall replace the invalid provision by mutual agreement in writing with a valid provision that comes as close as possible to the economic purpose clearly intended. If no agreement is reached, a legally permissible provision that comes closest to this purpose shall apply.

Effective as of: October 15, 2026