

General Terms and Conditions

Status: 18 May 2026

1. General / Scope of Application

- 1.1. These General Terms and Conditions (GTC) apply materially and exclusively to all purchase and delivery contracts for all products and devices distributed by BRESSNER Technology GmbH (hereinafter "BRESSNER"), including software, accessories and spare parts, as well as to services such as installations, maintenance, software development and training. They apply mutatis mutandis to contracts for work and services, unless their application is excluded by the nature of the contract for work. Deviating provisions, in particular conflicting terms and conditions of the customer, shall be deemed agreed only if BRESSNER has expressly confirmed in writing that they shall apply in place of these terms. These GTC shall also apply if BRESSNER, despite being aware of terms and conditions of the customer that conflict with or deviate from these GTC, performs delivery to the customer without reservation.
- 1.2. In personal terms, these GTC apply exclusively to entrepreneurs within the meaning of Section 14 German Civil Code (BGB), i.e. natural or legal persons acting in the exercise of their commercial or independent professional activity, and to legal persons under public law.
- 1.3. In an ongoing business relationship, these GTC in the version current at the time the contract is concluded shall also apply to all future transactions without any special notice or reference, in particular also in the case of oral or telephone call-off orders or follow-up orders.
- 1.4. Business correspondence printed by BRESSNER using electronic data processing or sent by e-mail, such as order confirmations, invoices, credit notes, statements of account and payment reminders, shall be valid and legally binding even without a signature.
- 1.5. Agreements concerning the purchase of hardware (including operating software) on the one hand and agreements concerning application software on the other hand constitute two legally separate and independent contracts, even if they are made within one uniform order or recorded in one uniform order confirmation. Legal defects or performance disruptions in one contractual relationship shall affect the other only if the customer expressly declared when placing the order that it intended to acquire one uniform purchase object. The same applies accordingly to agreements concerning both the purchase of goods and the provision of work or services.

2. Offers and Conclusion of Contract

- 2.1. Offers from BRESSNER are non-binding and subject to BRESSNER being supplied by its own suppliers, unless expressly agreed otherwise in writing. Orders become binding only upon written order confirmation,

unless BRESSNER has already performed or invoiced the ordered service. Confirmation of receipt of electronic orders (e-mail) does not yet constitute binding acceptance of the order. The confirmation of receipt may, however, be combined with the declaration of acceptance. For orders in electronic commerce, the contract text is stored by BRESSNER and sent to the customer by e-mail on request together with these GTC.

- 2.2. If BRESSNER requires an export licence to fulfil its performance obligations, the contract is concluded subject to the suspensive condition that an export licence is granted. BRESSNER is obliged to apply for the corresponding licence from the competent authority. If the application is rejected, BRESSNER shall have no further obligations.
- 2.3. Ownership and copyrights, in particular reproduction and distribution rights, in illustrations, drawings, calculations and other documents that come into the customer's possession in connection with an offer from BRESSNER remain with BRESSNER. Except in cases of intended resale, these documents may not be made accessible to third parties and must be returned to BRESSNER on request if the contract is not concluded or fails.

3. Prices and Payment Terms

- 3.1. The prices stated by BRESSNER in offers and price lists are net prices; they do not include value added tax or other taxes, duties, fees or public charges connected with the customer's acquisition of the relevant products. Packaging, postage, freight and transport insurance are charged separately. Confirmed prices apply only if the confirmed quantity is purchased. Deliveries and services not included in the offer (e.g. in the event of subsequent contractual changes) shall be charged separately.
- 3.2. The prices agreed at the time the contract is concluded are based on the procurement, material, labour, energy, licence, logistics and exchange-rate conditions applicable at that time. If these costs increase or decrease by more than three percent (3%) between conclusion of the contract and the agreed delivery date compared with the level at contract conclusion, BRESSNER is entitled and obliged to adjust the agreed price in the proportion in which the cost change affects the calculation of the delivery. The adjustment may not increase the profit margin originally calculated. A price adjustment requires that at least four months lie between contract conclusion and the agreed delivery date; it is permissible at most once per contract, and for framework and continuing obligations at most twice per calendar year. BRESSNER shall notify the customer of the price adjustment in text form at least four weeks before it takes effect, stating the relevant cost change. At the customer's request, BRESSNER shall disclose the essential calculation bases, unless legitimate confidentiality interests prevent this. If the notified price increase exceeds the original contract

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price by more than five percent (5%), the customer has a special right of termination, which must be exercised in text form within four weeks of receipt of the notification; partial services already rendered shall be invoiced in accordance with statutory provisions, and no further mutual claims shall exist.

- 3.3. In the event of extraordinary circumstances for which BRESSNER is not responsible and which lead to a sudden and substantial increase in the cost of input supplies - in particular global supply shortages of semiconductors or other electronic components, embargoes and sanctions, pandemics, war-related shortages of raw materials or significant exchange-rate distortions of more than ten percent (10%) - BRESSNER is entitled to adjust the contract price in accordance with the specifically verifiable cost increase, even if the requirements of Clause 3.2 are not met. Notice of adjustment shall be given without delay after BRESSNER becomes aware of the cost increase and shall take effect no earlier than two weeks after receipt. The customer has a special right of termination without threshold; termination must be declared in text form within two weeks of receipt of the notification.
- 3.4. If the list price applicable at the time of delivery exceeds the price agreed with the customer, this higher list price shall apply, unless expressly agreed otherwise, if delivery takes place later than four months after conclusion of the contract for reasons attributable to the customer, unless the invoice has already been issued and paid by the customer.
- 3.5. Unless otherwise agreed, the purchase price is due for payment strictly net (without deduction) within 14 days from invoicing (invoice date). Deviating payment terms are shown in the invoice. Payments by the customer shall be made exclusively to BRESSNER. BRESSNER reserves the right to require advance payment from the customer.
- 3.6. Acceptance of bills of exchange and cheques requires BRESSNER's consent and is only on account of performance. Discount charges and other ancillary costs shall be borne by the customer.
- 3.7. If the customer is in default with due payments, BRESSNER is entitled to withhold delivery under other orders of the customer. If the overdue amounts are then paid, BRESSNER is entitled to make a new delivery, taking other delivery obligations into account, at its equitable discretion (Section 315 BGB).
- 3.8. If the customer fails to meet its payment obligations (e.g. does not honour a cheque or bill of exchange) or if insolvency proceedings are applied for or opened against it, BRESSNER is entitled to declare the entire claim immediately due for payment, irrespective of the term of accepted bills of exchange not yet due. BRESSNER is then also entitled to perform outstanding deliveries only against advance payment or security. If advance payment or security is not provided even after a reasonable period has been set,

BRESSNER is entitled to withdraw from the contract with regard to services not yet performed, with the consequence that all claims of the customer relating to deliveries not yet performed shall lapse. In these cases, BRESSNER may, in addition to withdrawal, also assert damages and retention of title in accordance with Clause 10 below.

- 3.9. The customer is entitled to set off only if its counterclaims have been finally established by law, are undisputed or have been acknowledged by BRESSNER. Rights of retention or other rights to refuse performance may be asserted against BRESSNER only if and to the extent that they are based on the same contractual relationship. Even in an ongoing business relationship, each individual order is to be regarded as a separate contractual relationship. Notices of defects of any kind do not entitle the customer to withhold payments, unless the defects complained of have been finally established, are undisputed or have been acknowledged by BRESSNER.

4. Quality and Tolerances, Advisory Duties

- 4.1. The quality of the goods or service shall be deemed agreed as described in the product description of BRESSNER and of the manufacturer. Assurances and guarantees by BRESSNER are effective only if made expressly and in writing. BRESSNER is liable for public statements, in particular in advertising, only if BRESSNER caused them and if the customer's purchase decision was in fact influenced by them. Information, drawings, illustrations, performance descriptions, dimensions, weights and other performance data contained in catalogues, price lists, brochures, circulars, other advertising, other publications or documents belonging to the offer are, within customary industry limits, approximately correct and binding only to that limited extent. They contain guarantees only if expressly designated by us in writing as such. A reference to DIN standards serves only to describe the goods more precisely and does not constitute a guarantee unless expressly agreed.
- 4.2. Reasonable deviations from stated performance data (tolerances) of up to 10% do not constitute a material defect.
- 4.3. BRESSNER reserves the right to make design changes to devices without prior notice, provided these are customary in trade and reasonable for the contractual partner. In the event of design changes within a current series, the customer may not demand that devices already delivered also be retrofitted.
- 4.4. The customer is liable for the correctness of documents to be supplied by it, such as samples and drawings. If third-party intellectual property rights are infringed due to manufacture of the goods according to drawings, samples or other customer specifications, the customer shall indemnify BRESSNER against all claims of the rights holder.

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- 4.5. BRESSNER assumes advisory duties towards the customer only on the basis of a separate written advisory contract.

5. Delivery and Acceptance

- 5.1. Dates and periods stated by BRESSNER for deliveries or services are only approximate, unless promised in writing by reference to a specific calendar date. Stated delivery periods begin when the written order confirmation is sent, but not before the customer has provided the documents and approvals to be obtained by it and not before receipt of any required official certificates or approvals. If the customer is obliged to make advance performance, the delivery period begins when the advance performance is received by BRESSNER.
- 5.2. Delivery and performance periods are deemed met if, by their expiry, the delivered item has left BRESSNER's works or warehouse, readiness for dispatch has been notified to the customer, or the service has been performed. BRESSNER is entitled to make partial deliveries to the extent reasonable for the customer.
- 5.3. If BRESSNER is unable, or if it is economically unreasonable for BRESSNER, to comply with agreed delivery dates due to force majeure, official measures, disasters such as fire or flooding, pandemics or epidemics, quarantine, war, unrest, strikes in its own operations, dispatch facilities, suppliers or in the transport sector, power failure or failure of telecommunications lines, BRESSNER is entitled to make up the delivery after the impediment ceases. This also applies if the occurrence or outbreak was already known before conclusion of the contract. In the event of a delivery delay of more than four months, the customer is entitled to refuse delivery and withdraw from the contract. The customer has no further rights or claims due to non-delivery or late delivery for such reasons, even if these reasons occur only after the delivery period has already been exceeded or BRESSNER was in default.
- 5.4. BRESSNER assumes a procurement risk within the meaning of Section 276 BGB only by express written agreement. Such assumption is not constituted merely by the obligation to deliver an item determined only by type.
- 5.5. If the customer is in default of acceptance, it shall be charged, starting one month after notification of readiness for dispatch, the costs arising from storage; BRESSNER is entitled to assume 1% of the net price of the goods for each month commenced. The customer remains free to prove lower storage costs, and BRESSNER remains free to assert higher damage caused by default.
- 5.6. Compliance with the delivery and performance period presupposes fulfilment of the customer's contractual obligations. On request, the customer is obliged to confirm in writing before delivery that it is ready to

accept and that any necessary preparatory acts have been completed. If it refuses to do so or refuses to accept the goods, default of acceptance occurs.

- 5.7. Delivery by BRESSNER is ex works (EXW Incoterms 2020). If otherwise agreed in an individual case, the following provision applies: the type of transport, means of dispatch, transport route, type and scope of required protective means, choice of forwarder or carrier, and packaging shall be selected by BRESSNER at its due discretion and with customary care, excluding any liability. At the customer's request and expense, BRESSNER will insure the shipment against theft, breakage, transport, fire and water damage and other insurable risks.
- 5.8. If the transaction is based on a contract for work, the customer is in default of acceptance of the work if it does not accept the work within one week after completion and handover or notification of completion. Acceptance is deemed to have taken place if the customer uses the work without complaint for fourteen days after handover or notification of completion and BRESSNER has pointed out this consequence upon handover, in the notification of completion or in the invoice.
- 5.9. If the ordered work is installed by BRESSNER at the customer's premises, acceptance, deviating from Clause 5.7, must take place immediately on site. If acceptance is not declared, it shall nevertheless be deemed to have taken place when the delivered and installed work is put into use by the customer. Recognizable installation defects must be reported immediately in the presence of the fitter or representative of BRESSNER.

6. Transfer of Risk, Transport Damage

- 6.1. Risk passes to the customer upon delivery ex works (EXW Incoterms 2020). If another form of delivery is agreed, risk passes to the customer - even in the case of carriage-paid delivery or delivery free domicile - upon handover to the forwarder, carrier or collecting person. In the case of delivery by BRESSNER, BRESSNER bears the risk until delivery to the receiving point. The foregoing also applies to partial deliveries.
- 6.2. Delivered items must be accepted by the buyer, even if they have immaterial defects, without prejudice to the rights under Clause 7. Complaints about transport damage must also be asserted by the customer in due time against forwarders, carriers and their insurers or similar parties.

7. Warranty

- 7.1. The customer is obliged to inspect the goods properly upon receipt. All recognizable defects, shortages or incorrect deliveries must be noted immediately upon receipt of the goods on the delivery note or consignment note and, at the latest, notified to BRESSNER in writing five working days after receipt

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- and in any event before processing or installation. Otherwise the deliveries shall be deemed approved. Hidden defects must be reported without delay after discovery and within the warranty period under Clause 7.3. In the event of a late notice, the customer's claims for defects are excluded. This does not apply in a case under Clause 7.14.
- 7.2. Unless the parties agree otherwise, the warranty for defects of title is limited to the territory of the Federal Republic of Germany. For third-party software, the special warranty and liability provisions in Clauses 11.4 to 11.7 apply.
- 7.3. Unless otherwise agreed, the warranty period is one year from transfer of risk (Clause 6.1; for work services, from acceptance). This does not apply in a case under Clause 7.14. If the customer acquires the goods for resale (possibly after further processing), the warranty is extended by the period until resale, but by no more than one month.
- 7.4. Excluded from the warranty are damages arising from unsuitable or improper use, faulty or improper assembly or commissioning by the customer or third parties, customary wear and natural deterioration, faulty or negligent handling, use of unsuitable operating materials, improper storage and climatic, chemical, electrochemical and electrical effects, unless attributable to fault on the part of BRESSNER. The same applies to damage resulting from failure to observe the assembly, operating and maintenance instructions, from improper modifications or repair work by the customer or third parties, from effects of parts of third-party origin, and from continued use despite the occurrence of an obvious defect.
- 7.5. The creation of a warranty obligation presupposes professional installation of the devices and other items supplied by BRESSNER. The warranty obligation lapses if the delivered goods are modified by third parties or by installation of parts of third-party origin, unless the defect is not causally related to the modification. It also lapses if the customer disregards commissioning instructions and thereby causes a defect.
- 7.6. The warranty obligation ceases if, after notification of the defect, BRESSNER is not given the necessary time or opportunity to carry out repairs or replacement deliveries that appear necessary at BRESSNER's discretion. Only in urgent cases of danger to operational safety, to prevent disproportionately large damage, or if BRESSNER is in default with remedying the defect, does the customer have the right to remedy the defect itself or through third parties and to demand reimbursement of necessary costs from BRESSNER. In this case as well, however, BRESSNER must be notified of the damage without delay.
- 7.7. At BRESSNER's option, the warranty is limited to free replacement delivery or rectification free of freight charges within the European Union and the European Economic Area. This does not apply if, due to special statutory circumstances (e.g. under Sections 323(2), 326(5), 444 or 636 BGB), the customer may directly claim a reduction, withdraw from the contract or claim damages instead of performance. BRESSNER is entitled to make subsequent performance dependent on prior payment of a part of the remuneration that is reasonable taking the defect into account, and to have rectification carried out by the manufacturer. In the case of replacement delivery, the objected goods pass into the ownership of BRESSNER when BRESSNER acknowledges the complaint. Additional costs caused by difficult access to the system, insufficient working space or delivery to a territory outside the European Union or the European Economic Area shall in any case be borne by the customer. If the customer receives defective assembly instructions, BRESSNER is only obliged to supply defect-free assembly instructions. This obligation does not apply if the defect in the assembly instructions does not prevent proper assembly.
- 7.8. If rectification or replacement delivery fails, the customer may, if a further attempt at rectification or replacement delivery is unreasonable, at its option demand a reduction of remuneration (reduction) or damages, or withdraw from the contract. In the event of only a minor breach of contract, in particular only minor defects, the customer has no right of withdrawal. If the customer withdraws from the contract due to a defect after failed subsequent performance, it is not also entitled to damages. If, after failed subsequent performance, the customer chooses damages, the goods remain with the customer if this is reasonable for it. Damages are then limited to the difference between the purchase price and the value of the defective item. This does not apply if BRESSNER fraudulently caused the breach of contract. The customer may assert claims for damages only under the conditions set out in Clause 9.
- 7.9. For defects in an item determined only by type, BRESSNER is not liable beyond its liability for defects in specific items; in particular, the procurement obligation does not, except in the event of express written agreement, establish strict liability on the part of BRESSNER.
- 7.10. To the extent that the warranty for software is not excluded under Clauses 11.4 or 11.6, software defects shall be remedied at BRESSNER's discretion by providing a corrected software version or by corresponding remedial measures. The customer shall provide BRESSNER with the information and documentation necessary to remedy the defect. Before implementing a new corrected version, BRESSNER will provide an interim solution to circumvent the defect, unless this is impossible or disproportionate for BRESSNER. For software expanded by BRESSNER through interfaces approved by BRESSNER for that purpose, the warranty extends only to the software including the interface, but no further.

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- 7.11. Used products are provided in their respective present condition and excluding any warranty. This does not apply in a case under Clause 7.14.
- 7.12. If a customer's domestic buyer asserts warranty rights against the customer, BRESSNER shall indemnify the customer against the warranty claim of its buyer under the conditions and to the extent that BRESSNER itself assumes warranty towards the customer in accordance with Clauses 7.3 to 7.11 above. This indemnification is, however, subject to the condition that the customer enables BRESSNER to carry out rectification work at the buyer's premises that BRESSNER deems necessary. In particular, the customer must ensure that BRESSNER is given the necessary time and sufficient access to the system to perform the required inspections, rectifications and replacement deliveries, even if the system is permanently installed at the buyer's premises. Additional costs caused by difficult access to the system or insufficient working space shall in any case be borne by the customer. If the customer is held liable by its buyer in connection with a consumer goods purchase, the rules on recourse in the supply chain under Section 445a BGB remain unaffected.
- 7.13. To the extent that the parties have not excluded the customer's claim for reimbursement of expenses under Section 478(2) BGB by granting equivalent compensation, the customer is obliged, in the case of resale of the item to a consumer, to refuse subsequent performance to that consumer under Section 439(4) BGB if it is possible only at disproportionate cost. In the case of resale of the item by the customer to an entrepreneur, the customer must likewise oblige that entrepreneur to refuse subsequent performance upon resale of the item to a consumer if it is possible only at disproportionate cost. Accordingly, BRESSNER reimburses the customer under Section 445a(1) BGB for expenses necessary for subsequent performance only if they are not disproportionate within the meaning of Section 439(4) BGB.
- 7.14. The exclusion or limitation of claims for defects under Clauses 7.1, 7.3 and 7.11 does not apply in the event of intentional, grossly negligent or fraudulent conduct by BRESSNER, in the event of culpable injury to life, limb or health, in the event of assumption of a guarantee or procurement risk (Section 276 BGB), or in the event of mandatory statutory liability, e.g. under the German Product Liability Act. The statutory special provisions on supplier recourse in the case of final delivery of the goods to a consumer (Section 445a BGB) remain unaffected. Such recourse claims are, however, excluded if the customer has treated, processed or otherwise modified the delivery from BRESSNER, unless this corresponds to its agreed intended purpose.
- 7.15. The foregoing warranty provisions do not limit the merchant's obligation to inspect and give notice of defects under Section 377 German Commercial Code (HGB).
- 7.16. Beyond the warranty period under Clause 7.3, BRESSNER has no obligation to keep spare parts in stock or to carry out repairs, unless mandatory statutory provisions - in particular Regulation (EU) 2024/1781 establishing a framework for codesign requirements for sustainable products (ESPR) and the implementing regulations issued on its basis for the relevant product group - provide otherwise. BRESSNER endeavours, within its own procurement options from upstream suppliers and manufacturers, to offer spare parts and repair services even after expiry of the warranty period on market-standard terms. The customer has no legal entitlement to this. BRESSNER reserves the right to charge repairs after expiry of the warranty according to time and effort and at the applicable service rates.
- 7.17. To the extent that mandatory provisions of the ESPR or comparable regulations impose obligations for specific delivery items to stock spare parts, repair or provide software updates, these apply exclusively to the legally prescribed extent and for the legally prescribed duration. The obligations apply exclusively to the respective manufacturer within the meaning of the respective provisions. BRESSNER is liable for this only to the extent that BRESSNER itself is to be regarded as manufacturer within the meaning of the respective regulation; otherwise the customer's claim remains directed to the respective manufacturer.

8. Return of Goods to BRESSNER

- 8.1. Before returning goods to BRESSNER, the customer is obliged to obtain an RMA number from BRESSNER using the form provided for this purpose and properly completed by the customer, and to state this number on the delivery note and on a copy of the RMA form enclosed with the shipment. This obligation exists regardless of the reason for the return, in particular in cases of exchange, warranty and submission for repair.
- 8.2. Returns from a third country outside the European Union or the European Economic Area must be coordinated in advance with BRESSNER, particularly but not exclusively with regard to customs clearance and customs-relevant data. BRESSNER is not obliged to accept returns of goods that are not properly declared or are sent freight collect.
- 8.3. The RMA form is available on the BRESSNER website (www.bressner.de) under "Contact" and "Return/RMA" and can be downloaded there. It will also be sent to the customer at any time upon request by fax or letter post.
- 8.4. BRESSNER is not liable for damage resulting from failure to comply with the rules in Clauses 8.1 and 8.2, in particular not for resulting delays in the handling of warranty cases and repairs.
- 8.5. Before every return of hardware or data carriers to BRESSNER, the customer is obliged to make a complete backup of all data stored on the devices. Personal data and other sensitive information must

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be deleted before return, unless this conflicts with the repair or warranty purpose. BRESSNER is not liable for loss or disclosure of data on returned devices, unless a case of liability under Clause 9.1 exists.

9. General Limitation of Liability

- 9.1. BRESSNER has unlimited liability only for intent and gross negligence (including that of its statutory representatives and vicarious agents) and for damage resulting from injury to life, limb or health based on a culpable breach of duty by BRESSNER or its statutory representatives or vicarious agents. BRESSNER also has unlimited liability for damage caused by delay if a fixed delivery or performance date has been agreed, and for damage arising from the absence of warranted characteristics, non-compliance with a guarantee or assumption of a procurement risk. Mandatory statutory strict liability, in particular under the German Product Liability Act, also remains unlimited.
- 9.2. In the case of any other breach of material contractual obligations (cardinal obligations), BRESSNER's liability is limited in amount to the foreseeable damage typical for the contract. Cardinal obligations are those obligations that characterize the contract and on whose fulfilment the contractual partner may and did rely; they are the essential rights and obligations that create the prerequisite for fulfilment of the contract and are indispensable for achieving the purpose of the contract.
- 9.3. In all other respects, BRESSNER's liability is excluded - irrespective of the legal basis, including tort or delictual conduct.
- 9.4. Except in a case of liability under Clause 9.1, BRESSNER is not liable for loss of profit, business interruptions, unrealized savings, damage arising from third-party claims or other indirect or consequential damage. For loss of recorded data, liability arises outside the cases under Clause 9.1 only if BRESSNER has created a special basis of reliance in this respect. BRESSNER is liable for data recovery only if the customer has ensured that the data can be reconstructed from other data material with reasonable effort.
- 9.5. The foregoing exclusions and limitations of liability apply accordingly to non-contractual and pre-contractual liability.
- 9.6. To the extent BRESSNER's liability is limited or excluded, this also applies to the personal liability of employees, representatives and other vicarious agents of BRESSNER.
- 9.7. The customer's claims for damages become time-barred upon expiry of the warranty period under Clause 7.3, but no later than twelve months after the claim arises, unless a case under Clause 7.14 exists.
- 9.8. This Section 9 applies accordingly to claims for reimbursement of expenses - except those under Sections 439(2), 445a and 635(2) BGB.

9.9. None of the foregoing provisions changes the statutory or case-law distribution of the burden of proof.

9.10. For third-party software, the special warranty and liability provisions in Clauses 11.4 to 11.7 apply.

10. Retention of Title

- 10.1. BRESSNER retains title to the delivered goods until full payment of the purchase price. In the event of conduct by the customer contrary to the contract, in particular default in payment, BRESSNER is entitled to take back the delivered item. Taking back the item by BRESSNER constitutes withdrawal from the contract. After taking back the purchased item, BRESSNER is entitled to realize it; the proceeds of realization - less reasonable realization costs - shall be credited against the customer's liabilities.
- 10.2. In an ongoing business relationship with the customer, BRESSNER retains title to movable items until all claims arising from the business relationship have been fulfilled.
- 10.3. The customer is obliged to handle the delivered items with care and to insure them at its own expense against fire and water damage, theft and vandalism at replacement value. Upon request, the insurance policy must be handed to BRESSNER for inspection. The customer hereby assigns to BRESSNER its claims against the insurer with regard to the delivered items; BRESSNER accepts this assignment. BRESSNER also declares the reassignment of these claims to the customer subject to the suspensive condition that the retention of title expires due to full payment of all BRESSNER claims. If maintenance and inspection work is required, the customer must carry it out in good time at its own expense.
- 10.4. In the ordinary course of business, the customer is entitled to resell and transfer the items delivered by BRESSNER. The customer hereby assigns to BRESSNER its claims (including VAT) arising from the resale of these items. If the customer places the claims from the resale of the items into a current account, it assigns to BRESSNER the claim from the closing balance, limited in amount to BRESSNER's purchase price claim for the items resold by the customer. BRESSNER accepts these assignments.
- 10.5. If an assignment prohibition exists between the customer and its contractual partner, the customer is not authorized to resell the collateral unless the claim from resale of the collateral is placed into a current-account relationship. In this case, the customer assigns the current-account claim (causal balance) against its contractual partner to BRESSNER in accordance with Clause 10.4. After balancing, the acknowledged balance takes its place and is deemed assigned up to the amount of the original current-account claim.
- 10.6. To the extent the customer processes items delivered by BRESSNER, BRESSNER becomes owner of the

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newly produced movable item. Processing or transformation of the delivered items is always carried out for BRESSNER, without obliging BRESSNER. If the produced item is not made exclusively from BRESSNER's items, BRESSNER acquires co-ownership of the produced item; BRESSNER's co-ownership share is determined by the ratio of the net price of its items to the net price of the other items processed in producing the new item.

- 10.7. BRESSNER revocably authorizes the customer to collect the claims assigned to BRESSNER. BRESSNER is entitled to revoke the collection authorization if the customer is in default with its payment obligations. It also lapses without revocation as soon as the customer is overindebted or insolvent, insolvency is imminent, or a substantial deterioration of assets has occurred.
- 10.8. Upon lapse of the collection authorization, the customer is obliged immediately to notify the third-party debtors in writing of the assignment of the claims to BRESSNER and to inform BRESSNER of the notification of assignment. The customer is also obliged, upon BRESSNER's request, to provide all information and documents necessary to assert the assigned claims.
- 10.9. At the customer's request, BRESSNER shall release its security rights to the extent that the realizable value of the items still owned by BRESSNER and the claims assigned to BRESSNER exceeds 110% of BRESSNER's claims arising from the ongoing business relationship with the customer. In selecting the securities to be released, BRESSNER shall take the customer's legitimate interests into account.
- 10.10. The collateral is valued on the basis of the realizable market or exchange price. If none exists or cannot be determined, the purchase price shall be used in the alternative. If this also cannot be determined, the manufacturer's price is decisive.
- 10.11. The customer is not entitled to pledge, transfer ownership by way of security or sell the collateral in a sale-and-lease-back transaction. In the event of attachments or other third-party interventions, the customer must notify BRESSNER without delay so that BRESSNER can bring a third-party objection action pursuant to Section 771 German Code of Civil Procedure (ZPO). If the third party is unable to reimburse BRESSNER for the judicial and extrajudicial costs of an action under Section 771 ZPO, the customer is liable to BRESSNER for the loss incurred.
- 10.12. If BRESSNER asserts its security rights against the customer, BRESSNER is entitled to enter the customer's land, premises and buildings during its ordinary business hours, to take possession of the property subject to retention of title or security ownership, and to remove it or have it removed to another location.

11. Software

- 11.1. To the extent the scope of delivery also includes licensed operating software, BRESSNER grants the customer, upon full payment of the invoice for the delivery to the customer, a simple, non-exclusive right, transferable only together with the associated hardware, to use this software in the program status (release) valid at the time of delivery on the delivered system. Separate licence terms apply to application software and are handed to the customer together with the software. The customer is obliged to install and use software exclusively within the scope of the rights granted.
- 11.2. Software (including firmware and middleware) is supplied to the customer exclusively as object code on a suitable data carrier, made available for download or preinstalled on hardware-internal storage media, at BRESSNER's sole discretion. The software documentation is provided by BRESSNER either in paper form or in the same manner as the software.
- 11.3. Neither the customer nor third parties are permitted to modify, translate or otherwise edit the software. This applies accordingly to the related documentation unless it is provided in paper form. Any reverse engineering, disassembly or decompilation of the software is strictly prohibited.
- 11.4. The software may contain freeware or shareware that BRESSNER has received from a third party. BRESSNER has paid no licence fees for including this freeware or shareware; accordingly, the customer is not charged licence fees for use of the freeware or shareware. The customer acknowledges and accepts that BRESSNER therefore assumes no warranty obligation with respect to such freeware or shareware components and assumes no liability obligations of any kind in connection with the customer's possession, distribution and/or use of the respective freeware or shareware. The customer acknowledges the licence terms set by the respective author for use of the freeware or shareware as binding upon it.
- 11.5. The software may also contain software components developed under the "open source model" and distributed exclusively on the basis of the applicable open-source software licence terms valid at the time the corresponding open-source software component is passed on. The customer acknowledges the licence terms set by the respective author for use of such open-source software components as binding and undertakes to comply with them, in particular with regard to making source code available and attaching or retaining the required copyright notices. BRESSNER receives neither licence fees nor other remuneration for providing the open-source software components. To the extent BRESSNER or a third party receives any remuneration in connection with open-source software components, that remuneration is paid exclusively for additional delivery items and/or services. Due to the special nature of software development and distribution of

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open-source components, BRESSNER assumes no warranty for them, subject to the following provisions, and excludes liability for them, in particular in connection with missing specifications, missing functionality, programming errors and other disruptions.

- 11.6. For open-source software that is incorporated into the contractual software product and necessary for its functioning (embedded software), the foregoing general warranty and liability terms (Clauses 7 and 9) apply. In all other respects, BRESSNER assumes no warranty and no liability for open-source software.
- 11.7. The warranty and liability exclusion for freeware, shareware and open-source software does not apply in the event of intentional, grossly negligent or fraudulent conduct by BRESSNER, in the event of culpable injury to life, limb or health, upon assumption of a guarantee or procurement risk (Section 276 BGB), or in the event of mandatory statutory liability, e.g. under the German Product Liability Act. The statutory special provisions on supplier recourse in the case of final delivery of the goods to a consumer (Section 445a BGB) remain unaffected.

12. Copyrights and Infringement of Intellectual Property Rights

- 12.1. The customer acknowledges that software may contain or embody copyrights, trademarks, know-how and other intellectual property, and that these rights belong to BRESSNER or its suppliers. Training materials are also protected by copyright and may be reproduced - even in extracts - only with BRESSNER's express written consent.
- 12.2. Intellectual property rights in work or performance results from projects with the customer belong exclusively to BRESSNER, unless the corresponding work or performance results were created exclusively by the customer's employees or by third parties on the customer's behalf (e.g. as part of a customer contribution). No intellectual property rights are transferred to the customer unless individually and expressly agreed with the customer in writing. Even if transfer of intellectual property rights is expressly agreed, BRESSNER remains entitled to use free of charge ideas, concepts, experience, tools, program-development components, technologies and other work results developed or obtained during BRESSNER's provision of services to the customer. If both contracting parties have contributed to the creation of the work or performance results, they jointly hold the intellectual property right in accordance with their share in the respective result. With respect to their share in the respective result, the parties grant each other a royalty-free, non-exclusive and unlimited right of use.
- 12.3. Each party is obliged to inform the other without delay in text form if it becomes aware that a third party is asserting claims for infringement of intellectual property rights due to contractual use of goods supplied or services performed by BRESSNER, and if, because of these claims, use of the goods or services in the country of the place of performance is restricted or prohibited or threatened to be restricted or prohibited. If and to the extent BRESSNER is liable for warranty or damages in this respect under Clauses 7, 9 and 11 and the agreements made with the customer, BRESSNER shall, at its own discretion and expense, satisfy or defend against these claims or settle the disputes by agreement. The customer shall support BRESSNER in the defence in every reasonable manner. BRESSNER shall bear all financial burdens arising from a judgment against the customer, including damages awarded to a third party and procedural costs. BRESSNER shall bear the costs of a settlement if BRESSNER consents to the settlement. The customer grants BRESSNER the sole authority to decide on legal defence and settlement negotiations. It shall grant BRESSNER the powers of attorney necessary for this in each individual case.
- 12.4. If BRESSNER comes to the conclusion that a product may become the subject of an intellectual property complaint, BRESSNER is entitled, at its own option,
- at its own expense, to procure for the customer the right to continue using the product,
 - at its own expense, to replace the product to a reasonable extent or modify it so that it no longer infringes third-party rights, or
 - to take back the product and reimburse the customer the purchase price less a reasonable usage fee.
- 12.5. BRESSNER has no obligations if the customer is responsible for the infringement of intellectual property rights, e.g. if software, devices or parts thereof are modified by the customer or combined with programs or data not provided by BRESSNER and third-party claims arise as a result. This also applies if the infringement is attributable to special specifications made on the customer's instruction or is caused by use contrary to the contract or not foreseeable by BRESSNER.

13. Prohibition of Use, Export Control and Sanctions

- 13.1. The customer may not use any product in connection with the operation or maintenance of
- a facility in which nuclear power is used,
 - mass-transport facilities,
 - airspace control facilities or aircraft
- This prohibition does not apply to flight simulators or mechanical CAD applications for the manufacture of aircraft.
- 13.2. The delivered items are intended for final destination in the country of delivery agreed with the customer and may not be exported from that country without authorization. The customer is aware that export of

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the delivered items, including the technical information, software, documentation, intellectual property rights and trade secrets transmitted with them, may be restricted by export regulations of the Federal Republic of Germany, the European Union and other countries, in particular the United States of America (including the EAR and ITAR). If BRESSNER grants authorization for export, the customer is obliged towards BRESSNER to comply with the applicable export regulations.

13.3. The customer is obliged to observe and comply with the sanctions, embargo and denied-party lists of the European Union (in particular the consolidated EU financial sanctions lists), the Federal Republic of Germany, the United States of America (in particular the OFAC SDN List, BIS Entity List, Denied Persons List and Unverified List) and other relevant jurisdictions as currently applicable. The customer warrants that neither it itself nor its beneficial owner, its governing bodies, shareholders holding 50% or more, or its relevant vicarious agents are listed on any of the named lists.

13.4. No-Russia / No-Belarus clause (Art. 12g Regulation (EU) 833/2014; Art. 8g Regulation (EC) 765/2006). This clause is an essential part of the contract. The customer undertakes not, directly or indirectly, to sell, supply, transfer, export or re-export goods, software, technologies or related intellectual property rights, trade secrets or information supplied by BRESSNER that are listed in Annexes XI, XX, XXXV or XL to Regulation (EU) No. 833/2014, in Annex I to Regulation (EU) No. 258/2012 or in the corresponding annexes to Regulation (EC) No. 765/2006 (Belarus)

- to the Russian Federation or the Republic of Belarus;
- to natural or legal persons where the customer knows or reasonably suspects that they will use the goods for use in the Russian Federation or in Belarus or for re-export there;
- to use them for use in the Russian Federation or in Belarus.

The customer undertakes, in the event of resale, transfer, licensing or any other movement of the above goods, technologies, software, intellectual property rights or trade secrets to third parties established outside the European Union (except for the partner countries listed in Annex VIII to Regulation (EU) 833/2014), to impose an obligation of identical content on its contractual partners, including the obligation to pass it on to their contractual partners. The customer shall provide appropriate measures to monitor compliance with these obligations by its contractual partners. BRESSNER is entitled, upon first request, to demand from the customer information on the final destination of the delivered goods and on the measures taken to comply with the above obligations; the customer shall submit documents to a reasonable extent and tolerate audits by BRESSNER or by an independent third party

commissioned by BRESSNER while preserving legitimate confidentiality interests. The customer shall inform BRESSNER without delay, at the latest within five working days, in text form if it becomes aware of circumstances indicating an actual or threatened breach of the above obligations, in particular if a contractual partner or final customer refuses to accept a corresponding contractual clause or breaches it. If the customer culpably breaches its obligations under this Clause 13.4, BRESSNER is entitled, without prejudice to further statutory and contractual rights:

- a) to withhold or refuse, with immediate effect, all deliveries and services not yet performed;
- b) to withdraw from the contract without setting a grace period and/or to terminate the entire business relationship with the customer for good cause without notice;
- c) to demand a contractual penalty in the amount of the net invoice amount of the affected delivery transaction, but at least EUR 5,000.00 and at most EUR 250,000.00 per case of infringement; multiple infringements connected with one uniform process shall be deemed one case of infringement;
- d) to claim damages under the general provisions, whereby any forfeited contractual penalty under lit. c) shall be credited against any further claim for damages.

BRESSNER reserves the right to claim higher damage. The customer remains entitled to prove that no damage at all occurred or that the damage was substantially lower than the contractual penalty. BRESSNER is entitled and - where legally required - obliged to report breaches by the customer of this Clause 13.4 without delay to the competent authority, in Germany to the Federal Office for Economic Affairs and Export Control (BAFA). The obligations under this Clause 13.4 do not apply where the delivery, movement or other transfer takes place exclusively within the European Union or to one of the partner countries listed in Annex VIII to Regulation (EU) 833/2014; the version of Annex VIII applicable at the time of delivery is decisive.

13.5. To the extent the contractual object includes goods within the meaning of Annex XL to Regulation (EU) No. 833/2014 (Common High Priority Goods, including integrated circuits, processors, semiconductor devices and certain electrical equipment) or comparable goods within the meaning of Annex XLVIII to Regulation (EU) 2025/395, the customer is obliged to maintain an appropriate, written and documented internal compliance programme to prevent sanctions circumvention. This includes in particular ongoing risk assessment and suitable control and training measures. The customer shall ensure that legal entities controlled by it outside the European Union also fulfil these obligations.

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- 13.6. BRESSNER is not obliged to deliver products or fulfil contractual obligations if the relevant delivery or performance would lead to a breach of export regulations or country-specific export restrictions of the Federal Republic of Germany, the European Union, the United States of America or the relevant export-control regulations of other countries. Claims by the customer for damages due to non-delivery are excluded in this case.
- 13.7. The customer shall indemnify BRESSNER against all third-party claims, fines, penalties and other disadvantages, including reasonable legal defence costs, incurred by BRESSNER as a result of a breach of Clauses 13.1 to 13.5 attributable to the customer.

14. Data Protection

- 14.1. BRESSNER processes personal data of the customer and its employees exclusively for the purpose of contract processing in accordance with applicable data-protection regulations, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). Details of data processing are set out in BRESSNER's privacy policy, available at www.bressner.de.
- 14.2. To the extent BRESSNER obtains access, in connection with maintenance, installation, training or other services, to personal data that the customer processes as controller within the meaning of Art. 4 No. 7 GDPR, the parties shall conclude a separate data processing agreement pursuant to Art. 28 GDPR. In such case, provision of the service is subject to conclusion of an effective data processing agreement.

15. Information Security

- 15.1. BRESSNER maintains appropriate technical and organizational security measures in line with the state of the art and the relevant statutory requirements, in particular the German BSI Act (BSIG) in the version of the NIS2 Implementation and Cybersecurity Strengthening Act. BRESSNER shall inform the customer without delay as soon as BRESSNER becomes aware of a vulnerability or significant security incident that may affect the security of the delivered products. The form, content and timing of the information are governed by statutory requirements, in particular Section 32 BSIG and - once applicable - Regulation (EU) 2024/2847 (Cyber Resilience Act).
- 15.2. To the extent the customer, due to its own statutory obligations, in particular under Section 30(2) No. 4 BSIG, imposes requirements on BRESSNER beyond Clause 15.1 (in particular audit rights, penalties, certification obligations, its own reporting deadlines and risk-assessment measures), these require an express written individual agreement. A mere reference to purchasing terms, supplier codes of conduct, security policies or comparable rules of the

customer does not establish such obligations towards BRESSNER.

- 15.3. BRESSNER is entitled to pass on contractually assumed security requirements to its own upstream suppliers and service providers to the extent necessary. The customer shall support BRESSNER in fulfilling statutory security obligations to a reasonable extent, in particular by timely information on security-relevant requirements from its own sphere of obligation and by cooperating in the investigation of security incidents affecting its sphere.

16. Supply Chain Compliance

- 16.1. BRESSNER strives to comply with recognized human-rights and environmental standards in its supply chain and expects the same from its suppliers. To the extent BRESSNER is not directly subject to obligations under the German Supply Chain Due Diligence Act (LkSG) or comparable domestic or foreign regulations, obligations under such regulations that the customer passes on to its own suppliers apply to BRESSNER only if expressly and individually agreed in writing.
- 16.2. The customer undertakes to provide BRESSNER with all information, declarations and evidence that BRESSNER requires to fulfil its own statutory due-diligence obligations towards its upstream suppliers and customers, to the extent available within reasonable limits.

17. Final Provisions

- 17.1. The law of Germany applies exclusively between the parties. This also applies in the case of non-contractual claims. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are excluded. If foreign law must mandatorily apply in an individual case, these GTC shall be interpreted so that the economic purpose pursued by them is achieved as far as legally possible.
- 17.2. The place of performance for all claims arising from the business relationship with the customer is Puchheim near Munich; however, the place of performance for BRESSNER's delivery obligations is the registered office of the works or warehouse commissioned by BRESSNER with the delivery.
- 17.3. To the extent the contractual partner is a merchant within the meaning of the German Commercial Code or a legal person under public law, the place of jurisdiction for all claims arising from and in connection with the contractual relationship and for non-contractual claims shall, at the claimant's option, be Munich (Munich Regional Court I) or the general place of jurisdiction of the defendant.
- 17.4. Should individual provisions of these GTC be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a

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provision that comes as close as legally permissible to the economic purpose of the invalid provision. The same applies in the event of a regulatory gap.

- 17.5. All previous General Terms and Conditions are hereby rendered invalid.
- 17.16 Beyond the warranty period under Clause 7.3, BRESSNER has no obligation to keep spare parts in stock or to carry out repairs, unless mandatory statutory provisions - in particular Regulation (EU) 2024/1781 establishing a framework for ecodesign requirements for sustainable products (ESPR) and the implementing regulations issued on its basis for the relevant product group - provide otherwise. BRESSNER endeavours, within its own procurement options from upstream suppliers and manufacturers, to offer spare parts and repair services even after expiry of the warranty period on market-standard terms. The customer has no legal entitlement to this. BRESSNER reserves the right to charge repairs after expiry of the warranty according to time and effort and at the applicable service rates.
- 17.17 To the extent that mandatory provisions of the ESPR or comparable regulations impose obligations for specific delivery items to stock spare parts, repair or provide software updates, these apply exclusively to the legally prescribed extent and for the legally prescribed duration. The obligations apply exclusively to the respective manufacturer within the meaning of the relevant provisions. BRESSNER is liable for this only to the extent that BRESSNER itself is to be regarded as manufacturer within the meaning of the respective regulation; otherwise the customer's claim remains directed to the respective manufacturer.

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