

# General Terms and Conditions of Delivery of KRONOS Mechatronics GmbH

## 1. General Provisions

The following delivery conditions apply, unless otherwise agreed in writing, to all offers and orders issued or received by KRONOS Mechatronics GmbH ("KRONOS"). These general delivery conditions become part of the contract upon conclusion thereof, unless previously agreed. The general terms and conditions of the contracting partner shall not apply, even if the contracting partner expressly refers to their validity in the order. Acceptance of the order by KRONOS shall not imply acceptance of other terms. KRONOS's range of goods is directed exclusively at persons and partnerships acting in the exercise of their commercial or independent professional activity at the time of conclusion of the transaction, as well as legal entities under public law and special funds under public law. By placing an order, the contracting partner declares that it is not acting as a private consumer. Software components are governed exclusively by the separate KRONOS Software License Agreement. In the event of conflict, the Software License Agreement shall prevail.

## 2. Offers & Orders

Product representations on KRONOS websites or in other promotional publications are for presentation purposes only and non-binding. In the case of dual-use products (products with both civilian and potential military use), final acceptance of the order by KRONOS may, even after an order confirmation, be subject to the submission of an end-use declaration, which must be provided by the contracting partner free of charge. Only upon fulfillment of this condition shall a legally binding contract be concluded between the parties.

## 3. Delivery Dates

Specific delivery dates are generally not agreed. Any stated delivery times are for orientation only. Where a specific delivery date is agreed in an individual case, such date applies only subject to timely self-supply and successful completion of quality control. If the contracting partner delays acceptance, KRONOS shall be entitled to claim compensation for any resulting damages. Upon the occurrence of such delay, the risk of accidental deterioration or loss passes to the contracting partner. In cases of force majeure, KRONOS shall be released from its delivery obligations until the force majeure ceases. KRONOS shall notify the contracting partner thereof without undue delay. The impossibility of obtaining sufficient raw materials, transport means, strikes, and lockouts shall be considered force majeure. After cessation of the force majeure, any subsequent deliveries shall be determined by mutual agreement.

## 4. Partial Deliveries

If an order is executed in partial deliveries, KRONOS may determine the sequence and quantity of such deliveries. KRONOS is entitled to invoice partial deliveries separately.

## 5. Sub-suppliers

KRONOS is entitled to engage third parties to fulfill its obligations. Where deliveries by KRONOS include goods sourced from third parties, KRONOS is not obliged to inspect such goods beyond standard incoming inspections. KRONOS shall not be liable for any fault of the manufacturer. Promotional statements by third parties shall not constitute an agreement on the characteristics of the goods between KRONOS and the contracting partner.

## 6. Deliveries

Deliveries are generally made on the basis of INCOTERMS 2020 EXW KRONOS premises. If goods are shipped to a destination specified by the contracting partner, the transport risk shall pass to the contracting partner at the time KRONOS hands over the goods to the carrier, freight forwarder, or railway — even if delivery is agreed as "carriage paid". KRONOS is entitled, on behalf and at the cost of the contracting partner, to take out transport insurance covering the value of the goods.

## 7. Products & Services

KRONOS reserves the right to deliver technically equivalent or higher-quality products at the same price. Acceptance of such equivalent or higher-quality products shall be deemed agreed. The delivered products and services are specified in data sheets, catalogs, drawings, or similar documents, which do not constitute guaranteed characteristics. Drawings, tables, measurements, or performance data are only binding if expressly agreed in writing. Communication of technical data does not constitute a warranty.

## 8. Prices

The prices listed in the currently valid price list apply. These are net industrial prices in EUR. Prices are ex works, excluding freight, packaging, and VAT. VAT will be added separately. Prices for special designs or significantly larger quantities are available upon request. For small orders below EUR 150 net, a minimum order value of EUR 150 will be charged. Price changes may occur at any time without prior notice.

## 9. Packaging / Pallets

KRONOS products are packaged according to specifications and provided on exchangeable EURO pallets. When collecting, the forwarding agent commissioned by the contracting partner must provide the same number of exchangeable EURO pallets. If delivery is made by KRONOS at the contracting partner's request, the corresponding pallets must be exchanged upon delivery. If pallets are not provided or are not exchangeable, they will be charged separately.

## 10. Invoicing & Payment

Payments are due within 30 days net from the invoice date. The place of performance for payment obligations is Nuremberg, Germany. Payment is deemed timely when the amount is credited to KRONOS's account on the due date. The contracting partner is in default without further notice 30 days after the invoice date if payment has not been made. From that point, KRONOS is entitled to charge default interest at 9% above the base rate, declare all outstanding or deferred claims immediately due, and suspend further deliveries. KRONOS may also charge a flat fee of EUR 40. The right to claim higher damages remains unaffected.

If it becomes apparent after conclusion of the contract that KRONOS's claim to the purchase price is at risk due to the contracting partner's inability to perform (e.g. insolvency application), KRONOS may refuse performance and, if necessary, withdraw from the contract (§ 321 BGB). For contracts involving the manufacture of unique items, KRONOS may withdraw immediately without setting a grace period.

## 11. Set-off and Assignment

The contracting partner may not offset against KRONOS's claims or assert a right of retention, particularly in the case of complaints, unless such counterclaims are acknowledged by KRONOS or legally established. Claims against KRONOS may only be assigned with KRONOS's written consent.

## 12. Acceptance

If formal acceptance is agreed, the parties shall determine the acceptance procedure, required materials, and technical conditions in an acceptance protocol upon contract conclusion. KRONOS shall notify readiness for acceptance in writing; acceptance must occur within 10 working days. The contracting partner shall provide appropriate personnel and agreed materials. If acceptance does not take place within 10 days for reasons attributable to the contracting partner, the product is deemed accepted. If acceptance fails due to KRONOS's fault, further attempts shall follow within 10 and then 20 working days. If the final attempt fails, acceptance is deemed unsuccessful, and the contracting partner may withdraw or reduce the price accordingly. Minor defects not impairing usability do not prevent acceptance.

## 13. Warranty

KRONOS warrants that the supplied components conform to the specifications in the data sheets. KRONOS provides no warranty for suitability in specific applications or environments. The contracting partner is solely responsible for ensuring suitability. The warranty period is one year from transfer of risk. Claims for defects require compliance with statutory inspection and notification duties. Visible defects must be reported in writing within 10 working days of receipt. Hidden defects must be reported immediately upon discovery. Transport damage must be reported immediately upon delivery or, if not externally visible, within 5 working days. In case of defects, KRONOS may choose to repair or replace the goods. Minor deviations from agreed characteristics do not constitute defects.

## 14. Intellectual Property

Product descriptions do not imply any express or implied warranty regarding third-party intellectual property rights. The contracting partner acknowledges that the product is protected by KRONOS patents and may include third-party software protected by patents or copyrights. The contracting partner shall not modify, disassemble, decompile, reverse engineer, copy, or otherwise attempt to reconstruct the product or software. Any improvements or modifications to the intellectual property resulting from the contract shall belong to KRONOS. The contracting partner shall provide all necessary declarations to transfer ownership of such rights to KRONOS. The product or software may not be modified without KRONOS's express written consent. KRONOS does not waive any of its trademark or protection rights by entering into the contract.

## 15. Retention of Title

Delivered goods remain the property of KRONOS until all claims, including future ones, arising from the business relationship are fulfilled. Processing or transformation of the goods is deemed to occur on behalf of KRONOS. If mixed with other materials, KRONOS acquires co-ownership proportional to its product's value. The contracting partner may resell goods in the normal course of business until revoked but may not pledge or assign them as security. In case of resale, the contracting partner assigns its claims against its customer to KRONOS. Upon request, the contracting partner must notify its customers of the assignment and provide KRONOS with the necessary information. If the value of securities exceeds KRONOS's total claims by more than 20%, KRONOS shall release securities upon request.

## 16. Confidentiality

The contracting partner shall not disclose to third parties any technical or other information received from KRONOS, treat it as trade secret, and use it only for fulfilling the contract. In particular, such information may not be used to produce products for third parties or file patents. Ownership of all information remains with KRONOS. Upon request, the contracting partner shall return or irreversibly destroy all materials and confirm such destruction in writing. The above obligations do not apply if the information (i) becomes public without fault, (ii) was already known to the contracting partner, or (iii) was lawfully obtained from a third party. Confidentiality obligations remain in effect for three years after termination of the business relationship; for trade secrets under the German Trade Secrets Act (GeschGehG), the obligation is unlimited.

## 17. Liability

Claims for damages or reimbursement of expenses are excluded, regardless of the legal basis, unless KRONOS has assumed a guarantee or procurement risk, or liability arises under the Product Liability Act, or for intent, gross negligence, injury to life, body, or health, or breach of essential contractual obligations. In cases of simple negligence, liability for breach of essential contractual obligations is limited to foreseeable, typical damages. Statutory limitation periods apply; claims generally expire one year after delivery unless shorter statutory limitation applies. The Product Liability Act limitation periods remain unaffected.

## 18. Instruction / Product Monitoring

The contracting partner must carefully observe KRONOS product instructions and forward them to users and customers. If failure to do so results in product or producer liability claims against KRONOS, the contracting partner shall indemnify KRONOS proportionally. The contracting partner must also monitor delivered products and their practical use, even after resale, and immediately inform KRONOS of any hazards or new harmful characteristics discovered.

## 19. Force Majeure

The provisions of the ICC Force Majeure and Hardship Clause (long form) dated 24 March 2020 shall apply.

## 20. Export Control

The contracting partner undertakes to comply with German and EU export control regulations and not export products to third countries subject to sanctions. Upon request, the contracting partner shall provide KRONOS with an end-use declaration free of charge. If export is prohibited by authorities, KRONOS shall be released from its delivery obligation. If the prohibition is due to the contracting partner, it remains obliged to pay the purchase price minus KRONOS's saved expenses. The contracting partner shall provide all information required for compliance with foreign trade regulations, including details on end customer, destination, and use.

## 21. Place of Jurisdiction / Miscellaneous

The place of jurisdiction for all disputes, including those relating to bills of exchange and cheques, is Nuremberg, Germany. German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Oral side agreements are only effective if confirmed in writing. Should individual provisions of these terms be or become invalid, the validity of the remaining provisions remains unaffected. The parties undertake to replace invalid or incomplete provisions with those that best reflect the intended economic purpose.