

**General Terms and Conditions for Deliveries and Services  
of Stirling Dynamics GmbH  
(hereinafter referred to as "Stirling Dynamics")  
Effective 1 January 2022**

**I. Validity**

All deliveries and services to be provided by Stirling Dynamics shall be exclusively governed by the following terms and conditions of business. The Customer's general terms and conditions of business shall not become an integral part of the contract even if Stirling Dynamics does not expressly object to them or if Stirling Dynamics fulfils the contract without having objected to them. Divergent agreements shall be only be effective if Stirling Dynamics has confirmed them in writing.

**II. Provision of Services**

1. Stirling Dynamics shall provide the delivery and service using the necessary care and taking into consideration the generally accepted rules of technology and agreed technical framework conditions.
2. Information by Stirling Dynamics on technical specifications or characteristics of the deliveries and services shall not constitute a guarantee of characteristics ("Beschaffheitsgarantie") or an independant guarantee ("selbständige Garantie") within the meaning of the German Civil Code (BGB).
3. The items pertaining to the deliveries to be delivered to the Customer („Retained Goods“) shall remain the property of Stirling Dynamics until each and every claim Stirling Dynamics has against the Customer on account of the business relationship has been fulfilled. If the combined value of Stirling Dynamics's security interests exceeds the value of the secured claims by 20 %, Stirling Dynamics shall release a corresponding part of the security interest if so requested by the Customer; Stirling Dynamics shall be entitled to choose the security interest it wishes to release.
4. If Stirling Dynamics has been contracted to perform a delivery and service with a defined technical scope or a defined time, the Customer may only terminate the order for good objective reason. In the event of such termination the Customer shall reimburse all cost of Stirling Dynamics in connection with the termination. In addition, the Customer shall pay 10% of the price for the terminated portion of the delivery and service unless Stirling Dynamics has caused the termination by negligence or intent.

**III. Delivery Schedule**

1. All delivery dates and periods shall be agreed in writing.
2. The delivery dates shall be extended for the time period the Customer is in delay with the fulfillment of its required cooperative duties such as furnishing without limitation documents or material, permits, releases, clarification of technical requirements or uncertainties as well as execution of payments (including advance payments).

3. The delivery dates shall be reasonably extended, at least for the duration of the respective hindrance, in cases of force majeure, employment conflicts, IT failures, restrictions in energy supplies as well as any other hindrances outside Stirling Dynamics's sphere of influence, including in particular impairment of performance for which Stirling Dynamics is not responsible and/or defective performance on the part of suppliers, subcontractors or other Stirling Dynamics contractors.
4. If Stirling Dynamics fails to deliver the delivery and service on schedule and if an appropriate extension period accompanied by a threat of refusal is not complied with either, the Customer shall in such cases only be entitled to rescind the Contract. The Customer shall only be entitled to assert more extensive rights or claims, especially concerning compensatory damages, if Stirling Dynamics, its legal representatives or vicarious agents have brought about the delay intentionally or by gross negligence; in such cases, the Customer's claims shall be limited to typical and foreseeable damage, provided that commercial business is involved.

#### **IV. Price and Payment**

1. All prices are stated exclusive of the statutory amount of value added tax. The costs of travel that has to be undertaken by Stirling Dynamics employees in order to fulfil an order shall be charged separately in accordance with the provisions of Stirling Dynamics's respective valid rules and regulations on travel expenses and shall be reimbursed by the Customer.
2. All payments must be effected in cash without any discounts; they shall be made free of charges to Stirling Dynamics's bank account by the agreed dates. If no date for payment has been agreed, all payments must be effected in Euros within 14 days of the invoice date and must be effected without any discounts and free of any charges.
3. The Customer may set off only those claims which are undisputed or non appealable.
4. In the event that the agreed payment deadlines are not met the Customer shall pay interest on the outstanding amount at nine (9) % p.a. above the base rate published by the Deutsche Bundesbank, provided, however, that such interest payment shall be in addition to, and not in lieu of, any other legal remedies available to Stirling Dynamics.
5. Stirling Dynamics is entitled to claim a reasonable price increase as a consequence of additional costs incurred by Stirling Dynamics due to Customer's instructions or changes to the work scope made at Customer's request.

#### **V. Deficiencies in Services**

The following clauses shall apply if the Customer is entitled to rights under statutory provisions because of deficiencies in the delivery and service provided by Stirling Dynamics:

1. In the case of deficiencies, Stirling Dynamics shall, at its discretion, either provide subsequent improvement or provide the deliveries and services again, all within an appropriate extension period. If the subsequent improvement or the provision of a replacement delivery and service fails, then without prejudice to any claims for compensatory damages pursuant to Section VI, the Customer may at his discretion either demand a reduction in remuneration or the cancellation of the contract.
2. The warranty period shall be twelve months, calculated from the date on which risk is transferred. This period shall be a statutory period of limitation and shall also apply to claims for compensatory damages or reimbursement of expenses, provided they do not involve claims of tort.
3. Stirling Dynamics shall be notified in writing of obvious deficiencies within 10 calendar days after the handing over of the deliveries and services, and of non-obvious deficiencies within

10 days subsequent to the discovery of such deficiencies. Stirling Dynamics's receipt of the notification of deficiency is essential in order to safeguard the period. Upon expiration of the period, the Customer loses all rights that it would have otherwise had due to a deficiency.

4. The Customer shall have no claims with respect to expenses incurred in the course of warranty cases, including costs of travel, transport, labor, and material, to the extent that expenses are increased because the subject matter of the deliveries and services has subsequently been brought to another location than the Customer's branch office, unless doing so complies with normal use of the subject matter of the deliveries and services.

## **VI. Liability**

1. The Customer may not assert any claims for compensatory damages or reimbursement of expenses, irrespective of the legal grounds on which such claims are based; this shall in particular include grounds relating to the infringement of obligations under the contractual relationship and tort.
2. The provisions of Paragraph 1 shall not apply in the case of mandatory liability, e.g. pursuant to the Product Liability Act, cases of intent, gross negligence and in the event of death, physical injury or damage to health.
3. If, due to negligence, Stirling Dynamics infringes a major or essential contractual obligation, liability to effect compensation shall be limited to typical and foreseeable damage; this restriction shall not apply in cases of intent or gross negligence or in cases of death, physical injury or damage to health.
4. Where liability on the part of Stirling Dynamics is excluded or limited, this shall also apply analogously to the personal liability of Stirling Dynamics's employees, representatives, or vicarious agents.
5. The provisions in this Section VI shall not be deemed to shift the burden of proof as stipulated under applicable statute law.
6. To the extent the Customer has a claim for damages, it shall be time-barred upon expiration of the statute of limitations pursuant to Article V. 2. The same shall apply to the Customer's claims in connection with actions undertaken to avoid any damage (e.g. callback). For claims for damages according to the Product Liability Act the statutory time limitation shall apply.

## **VII. Industrial Property Rights and Copyrights**

1. Stirling Dynamics herewith reserves any property rights, intellectual property rights and/or copyrights pertaining to technical depictions and solutions contained in quotations or presentations of Stirling Dynamics and in drawings, models, tools, devices or other documents created by Stirling Dynamics to fulfill the contract (hereinafter referred to as "Documents"). The submittal of the Documents shall not create any right in these on behalf of the Customer. The Documents shall not be made accessible to third parties without Stirling Dynamics's consent.
2. The respective contracting partner whose employees achieved the results shall be entitled to the rights to the results of work under the present Agreement, including in particular copyrights and the right to register industrial property rights. Where employees of both contracting partners played a decisive role in achieving results of work the contracting partners shall be jointly entitled to the rights to such results.
3. Where, under the above provision, Stirling Dynamics is entitled to the rights to the results of work, Stirling Dynamics grants the Customer the non-exclusive and non-transferable right to use the work results limited to the field of application defined in the contract, provided, however, that the remuneration for the deliveries and services was paid in full

to Stirling Dynamics. If Stirling Dynamics has used its own existing know-how when performing the work, Stirling Dynamics shall grant the Customer corresponding rights to use such know-how, as described above.

4. Insofar Stirling Dynamics and Customer have agreed in deviation from the foregoing that Customer is granted exclusive user rights in work results of Stirling Dynamics's employees, the Customer shall indemnify such remuneration which Stirling Dynamics has to pay to its employees for exploitation of such work results pursuant to the German Employee Invention Act.
5. Where Stirling Dynamics develops or designs on the basis of instructions, technical requirements, drawings or other documents of the Customer, Stirling Dynamics shall not assume any liability for any resulting infringement of property rights of third parties.

### **VIII. Reservation of the Right to Cancel the Contract**

Stirling Dynamics shall be entitled to cancel the Contract if, following conclusion of the contract – but before the delivery and service is provided by Stirling Dynamics - there is a substantial deterioration in the Customer's financial situation sufficient to jeopardise Stirling Dynamics's claim for payment or if the Customer has provided false information on his creditworthiness prior to conclusion of the contract. The right to cancel the contract shall not exist if the Customer eliminates the risk of endangering Stirling Dynamics' claim for payment by providing securities within a reasonable period of time.

### **IX. Prohibition on Poaching Employees**

The Customer undertakes that he will refrain from any targeted attempts to poach Stirling Dynamics employees. This obligation shall continue to apply until one year after completion of the deliveries and services. In the event of any infringement of this obligation leading to termination of the poached employee's employment relationship with Stirling Dynamics and the recruitment of the employee by the Customer, the Customer shall be obliged to pay compensation in a one-off amount of 15,000.-- Euro. The Customer shall be entitled to prove that Stirling Dynamics has not suffered any damage or has suffered lesser damage as a result of the employee being poached in this way.

### **X. Final Provisions**

1. If a part of these terms and conditions and/or of the contracts that have been concluded on the basis of the said terms and conditions is or becomes ineffective, this shall not affect the validity of the remaining terms and conditions/contractual agreements. The parties undertake that in such case they shall reach individual agreement on replacing the invalid clause with a valid clause that approximates as closely as possible to the economic meaning and purpose of the invalid clause.
2. Even in cases of a foreign customer or of a customer whose registered office is located abroad, the legal relations between Stirling Dynamics and the Customer shall be governed by substantive law of the Federal Republic of Germany.

The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall not apply.

3. For all disputes arising under the contractual relationship, if the Customer is a registered merchant, a legal entity under public law, or a public special purpose fund, the action shall be filed in the court of law with jurisdiction for the registered office of Stirling Dynamics. This shall not affect Stirling Dynamics's right to bring an action against the Customer at his registered office.