

Section 1 Scope of Application, Form

(1) These General Terms and Conditions for Conversion, Overhaul, Repair and Maintenance Services (GTC-Rep) apply in addition to the General Terms and Conditions of Purchase and Sale for all business relationships of Diato GmbH + Co. KG, Brunnenwiesenstr. 9, 73760 Ostfildern; (hereinafter “Diato”) with our customers (“Client”) in connection with services relating to the conversion, overhaul, repair or maintenance of machines, machine parts, systems, tools or machine accessories (hereinafter “Machine(s)”). The GTC-Rep apply only if the Client is an entrepreneur (Sec. 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

(2) In particular, the GTC-Rep apply to contracts for work and services that have as their subject the conversion, overhaul, repair, or maintenance of Machines.

(3) These GTC-Rep apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Client shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in every case – for example, even if the Client refers to its own terms and conditions during the order process and we do not expressly object.

(4) Individual agreements (e.g., framework supply agreements, quality assurance agreements) and information in the order confirmation take precedence over the GTC-Rep. In case of doubt, trade terms are to be interpreted pursuant to the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of the conclusion of the contract.

(5) Legally relevant declarations and notifications by the Client in relation to the contract (e.g., setting of deadlines, reminders, withdrawal) must be submitted in writing. **For the purpose of these GTC-Rep, the written form requirement includes written and text form (e.g., letter, e-mail, fax).** Statutory formal requirements and further proof, especially when there is doubt about the authority of the declaring party, remain unaffected by this.

(6) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions apply unless they are directly modified or expressly excluded in these GTC-Rep.

Section 2 Conclusion of Contract

(1) Our offers are non-binding and without obligation. This also applies if we have provided the Client with catalogues, technical documentation (e.g., drawings, plans, calculations, costings, references to DIN standards), other product descriptions or documents – including in electronic form – to which we reserve ownership and copyright.

(2) The order for the service placed by the Client is considered a binding offer of contract. Unless otherwise specified in the order, we are entitled to accept this offer of contract within 28 days after its receipt by us.

(3) Acceptance is given in writing by order confirmation.

(4) Technical changes and changes in form, colour and/or weight are reserved within reasonable limits.

Section 3 Scope of Services

(1) The scope of services is determined by the written order confirmation.

(2) If the contract is concluded by acceptance of a time-limited offer, the content of the offer shall be decisive for the scope of services. The offered scope of services is based on the condition of the Machine

as communicated by the Client. If no defects or damages are reported, Diato assumes that there are no defects or damages, aside from normal wear and tear, and such are not included in the scope of services.

(3) Any further damages or defects discovered during disassembly and/or while executing the order will be promptly reported by Diato to the Client. If additional work becomes necessary as a result of newly identified damages or defects, the Client will receive a supplementary offer. The scope and prices of the additional services must be separately agreed between Diato and the Client as part of the supplementary offer.

(3) Insofar as assembly services are included in the agreed scope of services, the standard assembly conditions customary in machine tool construction pursuant to VDW 502A / ECI conditions LMW 188A, in their respective amended versions, shall apply to this work; in particular, the Client is obliged to provide any necessary technical assistance at its own expense.

(4) Unless expressly agreed otherwise, delivery, installation or commissioning of the Machine is not included in the scope of services.

Section 4 Completion Deadline and Delay

(1) The completion deadline is individually agreed or specified by us upon acceptance of the order.

(2) The completion deadline is subject to the timely and complete cooperation of the Client. In particular, this also concerns the timely receipt of necessary documents (especially drawings, descriptions, permits and approvals) as well as the Machine at Diato – if it is to be sent to Diato for performing the service. If the start and/or completion of the work is delayed due to a lack of proper cooperation, the completion deadline will be extended by a reasonable period.

(3) If we are unable to meet a binding completion deadline for reasons beyond our control (non-availability of the service), we will promptly inform the Client while at the same time communicating the expected new completion deadline. If performance is not possible within the new completion deadline either, we shall be entitled to withdraw from the contract in whole or in part; any payment already provided by the Client will be promptly refunded. For example, there is non-availability of the service in the case of delayed supply to us by our supplier, provided we have concluded a congruent cover transaction, due to other disruptions in the supply chain such as force majeure or if we have no procurement obligation in the specific case.

(4) The occurrence of any delay in completion on our part shall be determined according to the statutory provisions. In any case, however, a reminder from the Client is required.

Section 5 Client's Duties to Cooperate

(1) The Client is obliged to cooperate. The extent of the duty to cooperate results from the following provisions and from the offer and/or the service description.

(2) The Client must provide Diato with the Machine according to the order in properly cleaned condition prior to the commencement of services.

(3) If the order is carried out at a location outside Diato's premises, the Client is obliged to fulfil the following duties to cooperate in particular:

a) To the extent necessary, the Client must provide suitable assistants in the quantity and for the duration required for the work.

b) The Client must provide the necessary tools, auxiliary materials and other equipment (e.g., scaffolding, lifting machines, etc.).

c) The Client must provide the required heating, lighting and power supply (electricity, compressed air, water, etc.).

d) The Client must ensure compliance with the applicable labor and operational safety regulations on its premises.

e) The Client must provide dry and lockable rooms for the storage of machine parts, materials and tools in the immediate vicinity of the assembly site.

f) The Client must provide suitable lockable and heatable rooms for the Diato employees to stay in, including proper lighting fixtures, washing facilities and writing units.

(4) The Client's cooperation is not subject to remuneration unless otherwise agreed in specific cases.

Section 6 Prices / Terms of Payment

(1) Unless otherwise agreed in specific cases, our prices valid at the time of conclusion of the contract – plus statutory value-added tax – shall apply.

(2) Unless otherwise specified in the order confirmation, the agreed price is payable as follows:

- a down payment of 30% upon order placement,
- a further instalment of 30% after half of the agreed delivery period and
- final payment of 40% upon signing of the final acceptance report

by bank transfer (SWIFT) to one of the bank accounts specified by Diato.

However, even within an ongoing business relationship, we are entitled at any time to only perform any service, in whole or in part, against advance payment. We will declare such a reservation at the latest upon order confirmation.

(3) Insofar as they are not expressly included in an overall price for an offered subject of performance, services will be invoiced based on actual time and effort expended. Unless expressly agreed otherwise between the parties, the customary industry assembly conditions and billing rates shall apply.

In the absence of a deviating agreement, invoicing shall take place every 14 days on the basis of proof of the services rendered.

(4) The agreed prices shall apply under the condition that the Client fulfills its obligations to cooperate specified in Section 5 at its own expense.

(5) The Client shall only be entitled to rights of set-off or retention insofar as its claim is legally established or undisputed. In the event of defects in performance of the service, the Client's counterclaims, in particular pursuant to Section 8 (4) sentence 2 of these GTC-Rep, shall remain unaffected.

(6) If the start and/or progress of the work for disassembly, reassembly or commissioning is delayed for reasons not attributable to Diato, any resulting additional expenses will be charged separately based on documentary evidence.

(7) If, after conclusion of the contract, it becomes apparent (e.g., due to an application for the opening of insolvency proceedings) that our claim to payment is in jeopardy due to the Client's inability to pay, we are entitled under statutory provisions to refuse performance of the service and – if applicable, after setting a deadline – to withdraw from the contract (Sec. 321 BGB).

Section 7 Acceptance and Transfer of Risk

(1) Upon documentation of handing over the Machine in operational condition, the service shall be deemed accepted unless the Client objects to the acceptance – specifying a defect – within 14 days after receiving the Machine.

(2) Formal preliminary acceptance, final acceptance and/or special acceptance shall take place only by separate written agreement and shall be remunerated separately unless they are expressly included in the agreed scope of services.

(3) If Diato performs assembly services at the Client's premises, the transfer of risk shall take place upon documentation of handing over the Machine in operational condition to the Client.

(4) In the event of any delay in acceptance by the Client or if completion and/or dispatch is delayed at the Client's request, the risk shall pass to the Client from the day on which readiness for dispatch is announced.

(5) If the Client delays acceptance or fails to cooperate or if completion is delayed for other reasons attributable to the Client, we shall be entitled to claim compensation for the resulting damages, including additional expenses (e.g., storage costs). To this end, we will charge a lump-sum compensation amounting to 0.25% of the net invoice amount per working day, starting from the completion date or notification of readiness for dispatch of the goods, but not exceeding 7.5% of the invoice amount in total.

The right to provide evidence of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be credited against any further monetary claims. The Client shall be entitled to prove that either no damage at all or only significantly lower damage than the above lump sum has been incurred.

Section 8 Client's Claims for Defects

(1) The statutory provisions apply to the Client's rights with regard to material defects and defects of title unless otherwise stipulated below.

(2) General descriptions of services, public statements, promotions or advertising do not constitute a contractual specification of quality or a guarantee.

(3) If the work is defective, we may first choose whether to remedy the defect (rectification) or to deliver a defect-free item (replacement delivery). If the type of supplementary performance chosen by us is unreasonable for the Client in the specific case, the Client may refuse it. Our right to refuse supplementary performance under the statutory conditions shall remain unaffected.

(4) We shall be entitled to make the owed supplementary performance dependent on the Client paying the due remuneration. However, the Client shall be entitled to withhold a reasonable portion of the remuneration in relation to the defect.

(5) The Client must give us the time and opportunity required for the supplementary performance owed – in particular to make the Machine in question available for inspection purposes.

(6) The expenses necessary for inspection and supplementary performance – in particular transport, travel, labour and material costs along with, where applicable, removal and installation costs – shall be borne or reimbursed by us in accordance with the statutory provisions and these GTC-Rep if a defect actually exists. Otherwise, we may demand reimbursement from the Client for costs arising from an unjustified request for remedying a defect if the Client knew or could have recognised that no defect actually existed.

(7) In urgent cases, such as where operational safety is at risk or in order to prevent disproportionate damage, the Client has the right to remedy the defect itself and to demand reimbursement from us for the objectively necessary expenses incurred. We must be promptly informed of such self-remedy – in advance

if possible. The right of self-remedy does not exist if we are entitled to refuse the corresponding supplementary performance according to the statutory provisions.

(8) If a reasonable period (to be set by the Client) for supplementary performance has expired unsuccessfully or is dispensable under the statutory provisions, the Client may withdraw from the contract or reduce the remuneration according to the statutory provisions. However, there shall be no right of withdrawal in the case of minor defects.

(9) Claims for material defects and defects of title shall become time-barred 12 months after the respective service is provided or the work is accepted. This shall not apply insofar as the law prescribes longer limitation periods for defect claims for structures pursuant to Sec. 438 (1) No. 2 or Sec. 634a (1) No. 2 BGB.

Section 9 Other Liability

(1) Unless otherwise provided for in these GTC-Rep, including the following provisions, we shall be liable for breaches of contractual and non-contractual obligations according to the statutory provisions.

(2) Regardless of the legal grounds, we shall be liable for damages within the scope of liability for fault in cases of intent and gross negligence. In the case of simple negligence and subject to statutory limitations of liability (e.g., diligence in own affairs, insignificant breach of duty), we shall only be liable

a) for damages resulting from injury to life, body or health,

b) for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for foreseeable, typically occurring damages.

(3) The liability limitations arising from (2) also apply in favor of third parties as well as in the event of breaches of duty by persons (including for their benefit) whose fault we are responsible for according to statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed – or for claims of the buyer under the Product Liability Act.

(4) For a breach of duty that does not constitute a defect, the Client may only withdraw from or terminate the contract if we are responsible for the breach of duty. Any right of the Client to free termination (in particular pursuant to Sec. 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

Section 10 Cancellation

The Client is not entitled to a contractual right of withdrawal after conclusion of the contract. If the Client nevertheless withdraws from an order without authorization (cancellation), Diato may demand lump-sum compensation for the resulting damage in the amount of 15% of the order value. The Client remains entitled to prove that no damage or significantly less damage has occurred. Diato expressly reserves the right to prove greater damage.

Section 11 Choice of Law and Jurisdiction

(1) These GTC-Rep and the contractual relationship between us and the Client shall be governed by the law of the Federal Republic of Germany – excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Client is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our place of business. The same applies if the Client is an entrepreneur within the meaning of Sec. 14 BGB. However, we shall also be entitled in all cases to bring an action at the place of performance of the work or service obligation pursuant to these GTC-Rep or a prevailing individual agreement or at the Client's general place of jurisdiction. Any statutory provisions taking precedence, in particular regarding exclusive jurisdictions, shall remain unaffected.

(3) The language of the contract is German.