

General Terms and Conditions of Sale and Delivery

(valid from February 2025)

1. Scope

- 1.1. All sales transactions, deliveries, services and offers made by the **Pillar Europe GmbH** (hereinafter referred to as "**PEU**"), are exclusively based upon the General Terms and Conditions of Sale and Delivery set forth herein (hereinafter "**General Terms**"). These General Terms shall apply to all subsequent transactions and arrangements made with PEU contractual partner (hereinafter "**Purchaser**"), regardless of whether they are expressly agreed upon again.

The General Terms shall be binding upon Purchaser at the latest upon receipt of the goods or services ordered from PEU (both hereinafter the "**Contractual Goods/Services**"). Contradictory or conflicting general terms of Purchaser, especially general terms and conditions of purchase shall not be binding upon PEU, even if not explicitly rejected by PEU or if delivery to Purchaser has been effected or services have been performed by PEU in knowledge of said contradictory or conflicting terms without expressly opposing their application.

- 1.2. All agreements or arrangements, whether oral or written, contrary to or deviating from the General Terms shall not be effective without PEU explicit written confirmation. This shall also apply to the cancellation of this clause on written form itself. The parties agree that no oral agreements have been entered into. All arrangements agreed upon by PEU representatives shall also require PEU written confirmation.
- 1.3. Complementary to these General Terms, the current version of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce shall apply as reissued from time to time. In the event of a conflict or contradiction between the INCOTERMS and these General Terms, the latter shall apply.

2. Proof of Entrepreneurial Status

Our online shop is directed exclusively at entrepreneurs within the meaning of Sec. 14 German Civil Code ("**BGB**") as well as legal entities and special funds organized under public law. We may therefore demand to provide us with sufficient proof of entrepreneurial status prior to conclusion of the contract, e.g., by stating your VAT ID number or other suitable proof. The information required for proof shall be given complete and truthful.

3. Offers, Conclusions of Contracts and Right to Make Changes

- 3.1. All offers made by PEU are **not binding**, in particular regarding price, quantities and delivery periods, unless they are expressly marked in writing as being binding. Amendments, changes or sub-agreements with respect to the contract require the written confirmation of PEU in order to be legally valid. Electronic form shall also fulfill the contractually agreed requirement of written form.
- 3.2. If PEU makes an **offer expressly marked as binding**, a contract only comes into effect if the binding offer is expressly accepted in writing by Purchaser within two (2) weeks of the date of the offer or if Purchaser accepts Goods delivered by PEU pursuant to the terms of the offer. After elapse of this time period, PEU shall no longer be bound by its offer. Failing such a binding offer, a contract only comes into effect upon PEU written confirmation and acceptance of the Purchaser's order, or, at the latest, upon PEU delivery of the ordered Goods.
- 3.3. Unless expressly otherwise agreed upon in writing, the PEU reserves the right to make changes to the Contractual Goods ordered with respect to construction, material and design, as long as such modifications are due to technical innovations or represent technical improvements. Additionally, objectively reasonable minor deviations shall be deemed accepted by Purchaser.

- 3.4. Neither obvious errors, spelling mistakes and errors in calculation nor any minor changes and modifications in or of PEU's sales materials and price lists shall entitle Purchaser to any claims based thereon. The same shall apply with regard to any technical or functional modifications and any other reasonably acceptable alterations of the data and information contained in PEU's advertising and sales material.
- 3.5. In cases where import and export licenses, authorizations for currency transactions or similar authorizations (hereinafter collectively "Authorizations") are required for the implementation of the contract, Purchaser shall make all efforts to obtain the required Authorizations in time for the fulfillment of the contract, unless expressly otherwise agreed upon in writing. If the necessary Authorizations have not been obtained within three (3) months of the signing of the respective contract, PEU may consider the contract as not concluded. In such case PEU shall notify the Purchaser of this decision without delay.

4. Prices

- 4.1. All PEU prices shall be set on an ex-factory or ex warehouse basis excluding packaging, freight, transportation and insurance plus sales or value added tax, if applicable, unless expressly otherwise mutually agreed upon in writing. All payments of any sum required hereunder shall be in Euro, unless otherwise expressly specified by PEU in writing. In any event, all customs duties, taxes and other ancillary costs are to be borne by the Purchaser. Unless expressly otherwise mutually agreed upon in writing, the price charged by PEU shall be valid on the day of shipment of the Goods or performance of the Services respectively.
- 4.2. PEU shall have the right to revise its pricing schedule without the consent or approval of, or prior notice to the Purchaser, if the time period between the date of order confirmation and delivery exceeds six (6) weeks, the cost increase occurred after conclusion of the respective contract and influences PEU's calculation, or the calculation of its suppliers, such as any increase in cost of materials, wages or of collective wages.

5. Terms of Payment

- 5.1. Unless expressly otherwise mutually agreed upon in writing, PEU's invoices shall be due for payment immediately upon receipt without any discounts, deductions or the like. In the event that Purchaser fails to pay any sum to PEU at the latest thirty (30) days after receipt of PEU's invoice, the amount owed shall bear statutory interest at a rate of nine percent points (9%)p.a. above the base interest rate as defined under Sec. 247 BGB and which is published by the German Central Bank ("Bundesbank"), applicable on the relevant payment date without PEU being required to give further notice to the Purchaser. PEU shall, however, be entitled to claim additional damages caused by any late payment or default in payment of Purchaser.
- 5.2. Payment shall only then be deemed made when PEU has full access to and use of the respective funds. Money orders, cheques, promissory notes, bills of exchange and the like shall only be accepted if expressly approved by PEU in writing in advance and shall be subject to complete and unrestricted crediting to PEU accounts. Processing, handling and discounting fees shall be solely borne by Purchaser. PEU does not assume any responsibility or liability for presenting the foregoing documents on time. Any quantity discounts granted by PEU are subject to full and correct acceptance of delivery and timely and complete payment by Purchaser and shall, in the event of any default on Purchaser's part, be debited to Purchaser's account.
- 5.3. If Purchaser does not pay the purchase price for the Goods or repeatedly does not meet its payment obligations on time, or if PEU becomes aware of a substantial deterioration in Purchaser's financial soundness according to objective banking standards of assessment, PEU shall be entitled to unilaterally revoke all previously granted payment terms and to declare all payment obligations of Purchaser immediately due and payable. The same shall apply mutatis mutandis in the event that PEU has accepted checks, promissory notes, bills of exchange and the like. Additionally, PEU shall be entitled to withdraw from all existing agreements with Purchaser, unless Purchaser - at PEU sole choice and election - supplies an irrevocable Letter of Credit on terms determined by PEU, effects prepayment in full or supplies PEU with any other collateral or security PEU may specify.
- 5.4. All payments made by the Purchaser shall be free from deduction and set-off, unless counterclaims of Purchaser are not disputed by PEU or are finally assessed by a competent court. To the same extent Purchaser shall not be entitled to withhold any payment owed to PEU. Purchaser hereby agrees that PEU - at its sole discretion - may offset accounts receivable against accounts payable of Purchaser.

6. Terms and Modalities of Delivery and Right of Withdrawal

- 6.1. Any delivery periods or times shall be essentially non-binding and are subject to timely and correct supply to PEU, unless expressly otherwise mutually agreed in writing.
- 6.2. PEU shall be entitled to make deliveries or perform services in part. Agreed delivery or service times are kept if the relevant Contractual Goods/Services are either expedited on time or are ready for dispatch or for performance, and Purchaser has been notified accordingly.
- 6.3. Periods of delivery or of service begin with the signing of the contract but, however, not (1) before receipt and clarification of all required documents and (2) official authorizations, (3) full completion of any participation and cooperation necessary on the part of Purchaser and (4) clarification of all technical issues relating to the respective delivery of Purchaser.
- 6.4. In any case of subsequent changes or amendments of the order made by Purchaser, the respective delivery or service period or time shall start to run anew.
- 6.5. If materials, components and/or Contractual Goods are purchased by PEU from third parties or are manufactured on a contract work basis, if PEU is not supplied with such materials, components and/or Contractual Goods duly, properly and/or on time by such third parties and if a respective covering transaction was either not possible or not reasonably viable under consideration of economic aspects for PEU, PEU shall be entitled to either withdraw from the relevant contracts with Purchaser or to unilaterally reasonably prolong any agreed delivery times.
- 6.6. In any event where PEU's performance and, in particular, deliveries are substantially impaired or even become impossible due to reasons for which PEU is neither responsible nor liable, such as Acts of God, governmental restrictions, fire, strike, lockouts, traffic limitations, shortages of production, epidemics and pandemics, energy supply chain [...] and/or raw materials and in general all such events which might adversely affect production and/or shipment of the Contractual Goods concerned (e.g. mobilization, wars, riots, natural disasters and other unforeseeable circumstances beyond PEU reasonable control), PEU shall - at its sole discretion - be entitled to withdraw from the respective contract in whole or in part or to extend the delivery period or time until a reasonable time after such events have passed. The above shall be applicable mutatis mutandis to the extent that such circumstances apply to any of PEU's suppliers and/or sub-suppliers.
- 6.7. If an obstruction to PEU performance under Sec. 6.5 and 6.6 hereinabove lasts longer than three (3) months, Purchaser may - after granting PEU an additional reasonable respite of at least three (3) weeks - withdraw from the respective contract however only regarding the part which has not yet been fulfilled by PEU.
- 6.8. Where PEU is to select a means of transport or organize transport of the Contractual Goods, the computation and charging of freight cost shall be based upon the weight and sizes as determined by PEU and PEU shall, at its sole discretion, which will not be exercised unreasonably, select the concrete carrier(s) and shipping routes. PEU shall, however, neither be liable nor responsible for having failed to select the cheapest and speediest way of transportation.
- 6.9. PEU is only bound to comply with foreign packing, weight and customs regulations if Purchaser supplies exact information about those regulations prior to the conclusion of the respective contract.

7. Passage of Risk

Unless expressly otherwise agreed upon in writing, Contractual Goods shall be delivered at Purchaser's cost and risk. The risk of loss and/or deterioration shall pass to Purchaser upon delivery of the Contractual Goods to the carrier performing the shipment/ transportation, or, at the latest, upon leaving PEU's warehouse or factory if the parties have exceptionally expressly agreed in writing that freight costs shall be borne by PEU. The foregoing shall apply mutatis mutandis in the event of deliveries in part.

8. Default of Acceptance

If Purchaser does not accept or refuses to accept (part) deliveries of Contractual Goods, PEU shall issue a warning with a reasonable remedy period. If Purchaser does not accept the Contractual Goods within the aforementioned

remedy period, PEU shall be entitled to withdraw from the contract or demand compensation due to breach of contract. In the latter case PEU is entitled to demand either compensation for the actual damage (including any transportation and storage costs) incurred or, alternatively, a flat compensation amounting to thirty per cent (30 %) of the net purchase price of the Contractual Goods concerned, unless the Purchaser can establish a lower damage.

9. Retention of Title

- 9.1. PEU shall retain title to all Contractual Goods delivered to Purchaser until the respective purchase price as well as all and any claims resulting from the overall business relationship with Purchaser including all ancillary claims and charges have been fully paid. If payment is made by check, promissory note or the like, title to the Goods shall not pass to the Purchaser until all open accounts of Purchaser are settled and the respective amounts have been credited to PEU's accounts. To the extent that the validity of the retention of title is subject to any requirements or regulations governing form - in particular as to registration with the competent authority - according to the mandatory applicable laws of Purchaser's country, Purchaser shall fulfill these said requirements and/or regulations at its own expense in order to ensure validity of the retention of title. If securing or upholding PEU retention of title is objectively not possible, Purchaser shall grant PEU an equivalent security.
- 9.2. Without PEU express prior written approval, Purchaser shall not be entitled to mortgage or grant any lien to the said Contractual Goods, or to transfer these by way of security to a third party. In the event of seizure or confiscation or other intervention by a third-party Purchaser shall notify PEU per registered letter without delay and shall bear the costs of the measures to eliminate the encroachment, in particular in trials of intervention, if the costs cannot be collected from the opposing party.
- 9.3. Purchaser is only entitled to sell or combine the Contractual Goods with other movable materials (e.g., in assembly or manufacture of a product) within the scope of its ordinary business. If PEU's title to the Contractual Goods should perish due to such processing, assembly or manufacture using the Contractual Goods, Purchaser shall procure PEU (co-) ownership in the new product in relation to the worth of the so-used Contractual Goods to the new product, i.e. PEU is to be granted title to the new products as security to the extent that title is lost on the Contractual Goods processed or otherwise used by Purchaser.
- 9.4. Purchaser shall uphold PEU's retention of title as far as possible and hereby assigns PEU all claims it may have against third parties resulting from the sale of Contractual Goods and/or products incorporating Contractual Goods as components in the amount of the respective purchase price plus ancillary cost, accrued interest and/or expenditures, if any. PEU hereby accepts such assignment. In the course of current account transactions, such retention of title and assignment of claims shall serve as security for any debit balance in PEU favor. Subject to PEU revocation, which will not be unreasonably made, Purchaser is entitled to collect the assigned claims to the extent and as long as Purchaser is not substantially in default with any obligation stemming from its business relationship with PEU. Upon PEU request Purchaser shall be obliged to notify concerned third parties of the fact of the assignment of the corresponding purchase price claims and shall further provide PEU with all information and documentation PEU may require to exercise its rights vis-à-vis said third parties resulting from the assignment made. PEU shall be entitled to notify said third parties of the assignment once Purchaser is in default of the respective payments and to collect all outstanding claims.
- 9.5. In general, Purchaser shall be obliged to treat Contractual Goods which are subject to PEU title with diligent care and to insure such Contractual Goods against risks like fire, water damage and theft and all other risks which are customarily subject to comprehensive general liability policies. Should Purchaser not insure the Contractual Goods, PEU shall - after giving Purchaser notice and a reasonable respite - be entitled to insure the Contractual Goods at Purchaser's cost, advance the insurance premium and collect the relevant costs as part of the claims stemming from the relevant contract. Purchaser hereby assigns PEU all claims it may have against the insurance company in an insurance event to the amount of the still unpaid purchase price plus ancillary cost, accrued interest and/or expenditures, if any. PEU hereby accepts such assignment.
- 9.6. A withdrawal of the Contractual Goods subject to PEU ownership by PEU from Purchaser shall not require prior withdrawal from the respective contract with Purchaser. In the event of conduct by Purchaser in violation of its contractual obligations, in particular default of payment or if out-of-court conciliatory or bankruptcy proceedings are initiated, PEU shall be entitled to repossession of the Contractual Goods whose ownership remains vested with PEU and, excluding any and all rights of retention, Purchaser shall be obliged to surrender the Contractual Goods. Without prejudice to the Purchaser's payment obligations PEU shall be entitled to earn the best possible profit from

the repossessed Contractual Goods through private sale. Further, PEU shall be entitled to seek a court injunction to prevent Purchaser or third parties.

10. Warranty

- 10.1. Purchaser shall upon receipt of each shipment immediately inspect the Contractual Goods concerned and shall notify PEU in writing of any alleged defect thereof without undue delay from receipt of the Contractual Goods. This inspection must be carried out latest within a period of 5 calendar days. A warranty is excluded for defects occurring in a later point. If substantial defects in material or workmanship are of a hidden nature and consequently cannot be detected by Purchaser within the foregoing deadline upon due and diligent inspection of the Contractual Goods pursuant to Sec. 377 para. 3 of the German Commercial Code ("HGB"), such notification shall be made without undue delay from detection of any such defects. The notices shall be considered timely, if Purchaser sends such notices to PEU within the above-mentioned time limits in writing. In case the above-required notices are not given in writing within the specified time limit by Purchaser to PEU, the warranty for the concerned defect(s) shall be statute-barred and no warranty shall then be assumed by PEU.
- 10.2. Notwithstanding the above, PEU's warranty shall expire at the latest two (2) years after delivery of the Contractual Goods. This restriction shall not apply in the case of fraud on PEU's part.
- 10.3. If Purchaser gives PEU timely notice that Contractual Goods are defective and when it is established by PEU that the Contractual Goods in question are truly defective, PEU shall be entitled at its sole discretion and choice to either exchange the defective Goods by shipping faultless Goods to the Purchaser at PEU cost, to repair the defective Goods or to credit Purchaser for said Goods based on a detailed invoice which the Purchaser is required to provide PEU with and which specifies in detail the relevant purchase price.
- 10.4. PEU shall be entitled to request return of the allegedly defective shipment in whole or in part, or otherwise disposal thereof in accordance with PEU's specific instructions. If a return of allegedly defective Contractual Goods is made by Purchaser, Purchaser shall send to PEU the concerned Goods freight prepaid, clean and together with an exact and detailed description of the alleged defect stating all data necessary for processing of the warranty claim, such as delivery note code, customer number, etc. If PEU confirms that the Contractual Goods are defective, the transportation costs Purchaser proves to have incurred will be reimbursed upon presentation of a detailed invoice and of the relevant proofs.
- 10.5. If the Contractual Goods are clearly established to be defective by PEU and PEU refuses repair or exchange without justification or if repair or replacement would be unreasonable to Purchaser, i.e., in case of improper delay or if 2 (two) attempts to repair or to replace the defective Goods ultimately failed, Purchaser shall then be entitled to claim a reasonable reduction of the purchase price or to withdraw from the respective contract. Purchaser shall however not be entitled to withdraw from the contract if the defect is comparatively of minor significance.
- 10.6. Any and all liability for defects or damages is excluded, if the said defectiveness or damage has been caused or affected by an undue treatment and/or storage by Purchaser. According to Sec. 442 BGB, PEU is also generally not liable for defects that the Purchaser is aware of or is grossly negligent in not being aware of when the contract is concluded.
- 10.7. The above terms of this section shall only apply insofar as and to the extent that they do not conflict with applicable mandatory German law, i.e., pursuant to Sec. 478 para. 2 BGB.

11. Compatibility

PEU is not obliged to check the compatibility of the Contractual Goods with the given specifications of the Purchaser and apart of that with the hardware and software used by the Purchaser. Any liability due to defective or the lack of compatibility with the hardware and software used by the Purchaser is therefore excluded if the compatibility is not expressly agreed in writing or assured in separate product specifications by PEU. If the respective order was based on samples, such samples shall only be considered as an approximate indication of the properties of Contractual Goods. Sec. 360 HGB will be expressly applicable for the Contractual Goods of PEU.

12. Limitation of Liability

- 12.1. In general, the PEU shall be liable pursuant to statutory law the event of intent or gross negligence.

- 12.2. In case of simple negligence, PEU shall be liable only for breaches of essential contractual obligations. In this case, the liability of PEU is limited to the foreseeable, contract-typical damage. An essential contractual obligation is an obligation, the fulfilment of which enables the proper execution of a contract in the first place and on the compliance with which the Purchaser may regularly rely.
- 12.3. The above limitations of liability also apply to the benefit of legal representatives, employees and agents of PEU.
- 12.4. Claims for damages under the German Product Liability Act ("**Produkthaftungsgesetz**"), in the event of the assumption of a guarantee and in the event of injury to life, body or health of a person remain unaffected by the above limitations of liability.
- 12.5. Unless otherwise expressly set out above, any other liability of PEU shall be excluded.
- 12.6. Purchaser's claims for damages based on the defectiveness of Contractual Goods shall be statute-barred two (2) years after delivery of the concerned Goods. The foregoing shall not apply in case of gross negligence on PEU part or in the event of personal injuries or loss of life of Purchaser which are attributable to culpable acts or omissions by PEU.

13. Industrial Property Rights

- 13.1. Purchaser hereby acknowledges that all know-how and intellectual property as well as the industrial property rights (hereinafter collectively "**Rights**") on or connected with the Contractual Goods are owned solely and exclusively by PEU. Transfer or use of the Rights by Purchaser other than objectively necessary for purposes of the contract with PEU is only permitted if PEU expressly and specifically allows such use or transfer in advance in writing.
- 13.2. Purchaser hereby further acknowledges that all trademarks which are used on Contractual Goods (hereinafter "**Trademarks**") are owned solely and exclusively by PEU and that no right, title or interest is given to Purchaser to use such trademarks for an unlimited time period. PEU grants to Purchaser a non-exclusive right to use its Trademarks solely for the purpose of duly marking the Contractual Goods. Such use of the Trademarks shall by no means entitle Purchaser to continue use the Trademarks after termination of the contractual relationship. Purchaser shall immediately cease to use the Trademarks after termination of the business relationship between PEU and Purchaser and after the clearance sale of all deliveries and stocks of Contractual Goods still on hold, which Purchaser shall undertake as swiftly as objectively possible.

14. Assignment

Purchaser may not assign any claims stemming from the business relationship with PEU to third parties without PEU's prior express written consent.

15. Governing Law

The contractual relations between PEU and Purchaser, including all past and future legal relationships, shall be governed exclusively by the laws of Germany to the exclusion of all conflict of law alternatives and the terms of the CISG (UN Convention on Contracts for the International Sale of Goods).

16. Place of Performance and Venue

The Place of Performance as well as the exclusive place of venue for all legal disputes arising directly or indirectly from contractual relationships shall be Munich, Germany. PEU shall be optionally entitled to bring action against the Purchaser also at the courts competent at Purchaser's head or branch office, or at the court having jurisdiction at the place of performance.