

## **General Terms of Sale of HESS Cash Systems GmbH**

### **§ 1 General terms and scope**

- (1) The following General Terms of Sale (“Terms of Sale”) apply to all contracts entered into from 15 February 2026 onwards, which primarily involve the delivery of hardware including any software contained therein (henceforth referred to collectively as the “good”) to buyers whose relevant business address is in Germany. Any additional duties assumed shall not affect the validity of these Terms of Sale.
- (2) Our Terms of Sale shall apply exclusively; we shall not recognise any terms of sale of the buyer that contradict or deviate from our Terms of Sale or the statutory provisions unless we have expressly agreed to their validity in writing. Our silence regarding the buyer’s terms shall not constitute recognition or acceptance. Our Terms of Sale shall also apply if we accept the buyer’s performance without reservation or perform our services without reservation in the knowledge of the buyer’s terms that contradict or deviate from our Terms of Sale. Our Terms of Sale shall apply instead of any terms of the buyer, even if our order acceptance is deemed to be unconditional acceptance of the terms in accordance with such terms or we perform delivery after being notified by the buyer of the validity of its terms, unless we have expressly waived the validity of our Terms of Sale.
- (3) Our Terms of Sale apply only if the buyer is an enterpriser (Section 14 of the German Civil Code (“Bürgerliches Gesetzbuch”, BGB)), a legal entity under public law or a special fund under public law.
- (4) Notices regarding the validity of statutory provisions are provided only for clarity. For this reason, the statutory provisions apply even without such clarification insofar as they are not directly altered or expressly excluded in these Terms of Sale.

### **§ 2 Offer and contract conclusion**

- (1) Our offers – whether verbal or written – are always non-binding and subject to change and only represent an invitation to the buyer to submit an offer on its part.
- (2) When the buyer orders the good, this constitutes a binding contractual offer. We may accept this contractual offer within fourteen (14) days after its receipt, unless otherwise determined by the order.
- (3) The purchase contract for the good is established once we have accepted it. We may declare such acceptance by confirming the order or by delivering the good. Our written order confirmation is decisive for the nature and scope of the services. This shall not apply only if our order confirmation deviates from the buyer’s order in terms of the nature of the good, the price and/or the delivery quantity; in this case, contract conclusion shall require subsequent acceptance by the buyer, which may also be declared verbally or by implication.

- (4) The buyer is already obligated prior to contract conclusion to inform us in writing if (a) the good for delivery should not exclusively be suitable for the customary use or the buyer assumes a certain type of suitability, (b) the good is to be used in unusual conditions or exposed to particular stresses, (c) the good is to be used in conditions that involve a particular risk to health or safety, (d) the good is to be used outside Germany or delivered to the buyer's customers outside Germany, (e) public statements of the manufacturer or other third parties (such as promotional statements) are decisive for the buyer's purchase decision, or (f) in relation to a digital product or digital content, the buyer lays down special requirements for the period of availability or the relevant contractual period, or (g) in the event of defective deliveries, amounts of damage typical of the contract are conceivable that exceed the net purchase price of the good. Unless otherwise expressly agreed, the good needs only meet the provisions applicable to use in Germany.
- (5) In addition to ownership of the hardware, the buyer acquires the rights of use to the software defined in § 3. Our written order confirmation is applicable with respect to the scope of service we contractually owe.
- (6) As ancillary duties arising from the purchase contract, we perform the following services in relation to the software:
- a) Installation in the buyer's system
  - b) Initial setup
  - c) Configuration of interfaces if applicable
  - d) Training of the buyer's personnel

The exact scope of the training services shall be determined by the service description in the order confirmation. With respect to the scope and specific content of training services, we are entitled to exercise professional judgement (cf. Section 315 BGB) while considering the buyer's requirement for training. Data and IT security is expressly not a component of this training and does not lie in our sphere of responsibility. The buyer is responsible for designating the employees to be trained and for making these employees available on the agreed dates. The buyer shall provide the infrastructure necessary for conducting the training (in particular suitable training rooms, technical equipment, Internet access, remote system access, etc.). The buyer must grant us access to its business premises, IT systems and relevant work areas to the extent necessary for conducting the training.

- (7) Information regarding the good in brochures, figures, drawings and other descriptions, in particular information regarding weights, dimensions, colours, shapes, designs, utility values, load capacities, tolerances and technical performance data, is only approximately authoritative unless the usability for a contractually defined purpose requires exact conformity. Such information constitutes neither a guarantee of quality nor durability for the good we are to deliver. Any guarantees we are to provide at the time of contract conclusion must be expressly confirmed in writing as a "guarantee".

- (8) Customary deviations and deviations that result from legal provisions or represent technical improvements, as well as the replacement of components with equivalent parts are permissible insofar as they do not impair usability for the contractually defined purpose.
- (9) With the exception of the formal acceptance of goods under Section 433 (2) BGB, no formal acceptance of goods is agreed. Insofar as we perform contractual services, the statutory provisions on formal acceptance pursuant to Section 640 BGB apply.
- (10) Upon conclusion of a contract, we shall not assume any procurement risk within the meaning of Section 276 BGB even when obliged to deliver goods only of a certain type. Furthermore, even when obliged to deliver goods only of a certain type, we shall not be obliged in the event of the non-availability of performance within the meaning of § 8 (1) of these Terms of Sale to procure the vendor parts necessary for the fulfilment of the contract by other means if the associated costs are disadvantageous for us compared to the costs of congruent cover within the meaning of these Terms of Sale and the buyer is also not prepared to bear these additional costs. Moreover, we shall not provide any guarantee for the goods.
- (11) All agreements made between us and the buyer for the purpose of executing a contract at the time of contract conclusion are laid down in writing in the contract and these Terms of Sale.
- (12) We reserve all rights of ownership and copyright to models, figures, drawings, calculations and other documents which we disclose or provide to the buyer. In particular, this also applies to such written documents marked as “confidential”. The buyer must obtain our express written approval before sharing these with third parties.
- (13) If a buyer retains the good beyond the agreed trial period in the case of sale subject to approval, the purchase contract shall be deemed to be concluded. The purchase price shall be charged in full if we have especially notified the buyer accordingly upon delivery or in our documents on contract conclusion or if the buyer does not return the good within a week of our request.

### **§ 3 Rights of use to the software**

- (1) We grant the buyer the non-exclusive, non-transferable, non-assignable, irrevocable, non-sublicensable and temporally unlimited right to use the software only for its own business processes and as intended in accordance with the following provisions.
- (2) Adaptation of the software is excluded unless necessary within the meaning of Section 69d of the Copyright Act (“Urhebergesetz”, UrhG) with respect to the intended use of the software.
- (3) Resale of the software to third parties is possible, provided that the third party agrees to the continued application of these Terms of Sale and the buyer discontinues use of the software. In the event of transfer, the buyer must hand over to the third party all program copies including any existing backup copies or destroy the copies that are not handed

over.

- (4) Insofar as software is installed on other data processing devices than our hardware, the buyer may only process its own data in its own operations for its own purposes using the software. The buyer is permitted to duplicate the software only to the extent necessary for the intended use of the software according to the order confirmation. This includes, for example, the creation of backup copies and the installation of the program from the original data carrier onto the mass storage of the hardware used and loading in the working memory. The copies must be stored securely and, where technically possible, furnished with the copyright notice of the original data carrier or the software version transmitted online. Copyright notices, trademarks and product designations may not be deleted, altered or concealed. Copies that are no longer needed must be deleted or destroyed.
- (5) The right of use for the software on other data processing devices than our hardware is limited to a certain number of devices as specified in our order confirmation.
- (6) The buyer must allow us to inspect the proper use of the software upon request. In particular, this applies with respect to whether the use of the licensee adheres to the contractually agreed rights of use in a qualitative and quantitative manner. To this end, the buyer must allow the relevant documents to be inspected and must provide information where necessary. We shall conduct an inspection on the buyer's premises during the buyer's business hours and ensure that business operations are disrupted by the inspection as little possible. We may have the inspection carried out by a third party committed to secrecy. In the event that the inspection reveals exceedance of the contractually agreed use, the buyer shall bear the costs of the inspection.
- (7) The right of use for the products shall be transferred to the buyer upon payment of the purchase price in full.

#### **§ 4 Duties of the buyer**

- (1) The buyer is responsible for adequate data backup.
- (2) The buyer declares that its IT infrastructure (including the operating system, IT security and interface design, etc.) comply with the common standards and the state of the art. We shall inform the buyer of the common standards upon request. The buyer must inform us of uncommon or outdated components in its IT infrastructure prior to contract conclusion. We accept no liability whatsoever for additional costs that arise if we determine only after contract conclusion that the IT infrastructure is uncommon and/or does not comply with the state of the art. We shall charge the customer for the additional costs incurred in this connection.
- (3) In the event of changes that lie in the buyer's sphere, in particular changes to the operating system, the encryption or other areas relevant for the implementation of the software, the buyer must inform us at least three (3) months prior to the planned change date. We cannot accept any liability for damages to the software or errors that occur as a result of such changes.

- (4) During use, the buyer must call on its customers to carefully check information to be entered into the hardware. We accept no liability for errors in software use caused by erroneous data entry.

**§ 5 Prices, payment conditions and default in payment**

- (1) Unless otherwise expressly agreed, our prices apply FCA from Robert-Bosch-Straße 30, 71106 Magstadt, Germany (Incoterms® 2020) excluding packaging and the statutory sales tax applicable on the day of delivery, which shall be stated separately in the invoice and charged. Transport, insurance, assembly, setup and installation costs as well as other incidental costs shall be stated separately in the invoice and charged insofar as we are to perform these services according to the contractual agreements.
- (2) Unless otherwise agreed, payment is due immediately upon invoice receipt and the buyer is obligated to pay the full purchase price (in addition to packaging and sales tax as well as incidental costs as specified by way of examples in REF\_Ref208234061 \w \d " " § 5 (1)) without discount deduction and without charges and fees no later than within five (5) calendar days to the account specified in the invoice. The date of payment receipt in our account is decisive for determining the punctuality of payment.
- (3) If payment by direct debit procedure is agreed, the payment shall be made on the basis of a SEPA Business-to-Business Direct Debit mandate. The buyer shall provide us with a corresponding multi-contract mandate for the execution of payments (including for future contracts between us and the buyer). Where necessary due to circumstances to be considered in the individual case, payment may also be agreed on the basis of a SEPA Core Direct Debit mandate between the parties.
- (4) The statutory regulations apply in the event of default in payment. The purchase price shall be subject to interest at the applicable statutory rate of default interest for the period of default. We reserve the right to assert further default damages. Our claim to commercial interest on maturity in the cases of Section 353 of the Commercial Code ("Handelsgesetzbuch", HGB) remain unaffected.
- (5) The buyer shall only be entitled to rights of setoff and retention if its counterclaims are legally determined, undisputed or recognised by us in writing or if they relate to the same contractual relationship.
- (6) If the buyer does not pay due invoices, misses granted payment deadlines or its financial circumstances deteriorate following contract conclusion or we receive information following contract conclusion that call the buyer's solvency or creditworthiness into question, we shall be entitled (a) to make the entire remaining debt of the buyer due and demand advance payment or security by way of modification of the agreements made, (b) to demand immediate payment of all our claims related to the same legal relationship following delivery, and (c) to invoke the objection of uncertainty pursuant to Section 321 BGB.

## **§ 6 Delivery and transfer of risk**

- (1) If no other delivery modality is agreed, the delivery shall occur FCA from Robert-Bosch-Straße 30, 71106 Magstadt, Germany (Incoterms® 2020).
- (2) The transfer of risk shall occur upon delivery.
- (3) Insofar as we bear the risk of transport in deviation from § 6 (1) of these Terms of Sale, the buyer is obligated to report an externally visible loss of the transport good as well as an externally visible damage to the transport good to the carrier no later than upon delivery by the carrier and to identify the loss or damage in a sufficiently clear manner. Insofar as the loss or damage is not externally visible, the loss or damage must be reported to the carrier no later than within seven (7) days of delivery and the loss or damage must be identified in a sufficiently clear manner. The report must be made in text form. Irrespective of the provisions under § 12 (6) to (8) of these Terms of Sale, the buyer is obligated to send us a copy of this report without delay.
- (4) If delivery is delayed due to the fact that we exercise our right of retention as a result of the buyer's partial or full default in payment, another reason for which the buyer is responsible or at the buyer's request, the risk shall be transferred to the buyer no later than from the date of receipt of the notification of readiness for delivery and/or performance to the buyer.
- (5) We are entitled to provide partial deliveries and partial performances within the agreed delivery periods or by the agreed delivery date, so long as this is reasonable for the buyer. Following prior announcement, we shall also be entitled to provide early delivery if this is reasonable for the buyer and the buyer does not object.
- (6) Forms of packaging subject to reporting requirements under packaging law are licenced on our part in a dual system and may be handed over to municipal waste disposal.

## **§ 7 Delivery period and default in acceptance**

- (1) All technical questions must be clarified before our stated delivery period begins. Furthermore, compliance with our delivery obligation requires the punctual and proper fulfilment of all obligations on the part of the buyer. We reserve the right to invoke the objection of a non-fulfilled contract.
- (2) Agreed delivery periods do not establish a fixed-date transaction.
- (3) Insofar as the buyer requests changes to the good following contract conclusion but prior to delivery and we agree to such changes (whereby we are not obligated to agree to such changes), this shall lead to an extension to the delivery period. Depending on the order situation, the period of extension may constitute a longer period than would be necessary purely for the implementation of the change requests.
- (4) If the buyer enters default in acceptance or culpably breaches other duties of cooperation, we shall be entitled to demand compensation for damages we incur thereby, including any additional expenses. In these cases, we are permitted – after

expiry of a grace period of two (2) weeks to be set by us – to take the necessary measures ourselves, where possible, and to store or dispatch the goods at the cost and risk of the buyer or to withdraw from the purchase contract in whole or part and to demand compensation for non-fulfilment in relation to the entire contract or parts thereof; a warning of refusal is not required. Our rights of deposit and self-help sale remain unaffected. Further claims remain reserved.

## **§ 8 Default in delivery, compensation and withdrawal**

- (1) Insofar as we are unable to comply with binding delivery periods or delivery dates for reasons for which we are not responsible (non-availability of performance), we are permitted to postpone performance by the duration of the delay. We will promptly inform the buyer accordingly and disclose the expected new delivery period or the new delivery date. If the performance is also not available within the new delivery period or on the new delivery date for reasons for which we are not responsible, we are permitted to withdraw from the contract in whole or in part; we shall promptly refund any consideration already received from the buyer. A case of non-availability of performance in this context includes circumstances in which we are not punctually supplied by our supplier for reasons for which we are not responsible despite proper congruent cover (i.e. despite contractual arrangement with our supplier according to which the buyer's claim for performance can be contractually fulfilled in terms of quantity, quality and performance period). A case of non-availability of performance in this context also includes force majeure for a not insignificant period (i.e. a period of longer than 14 calendar days). Force majeure includes armed conflicts, strikes, lock-out, official interventions, non-culpable energy and resource shortages, non-culpable transport bottlenecks or impediments, non-culpable operating disruptions (e.g. due to fire, water or machine damages) and all other impediments that, upon objective consideration, make performance significantly more difficult or impossible and which we did not culpably cause. § 8 (1) of these Terms of Sale do not apply if we have assumed a procurement risk within the meaning of Section 276 BGB.
- (2) The buyer is only permitted to withdraw from the contract due to delayed delivery and/or non-delivery if we have defaulted on the fulfilment of our main duties or have otherwise significantly breached duties established in the contract and the default or breach is our responsibility. Without waiving other statutory provisions, the occurrence of default shall always require – even if the performance period is determined by the calendar – a written request sent to us that we carry out our performance within a suitable period. The setting of a period may be dispensed with if we earnestly and definitively refuse the contractually owed performance or special circumstances exist that justify immediate withdrawal in consideration of the interests of both parties. In other respects, the statutory provisions apply to the occurrence of default. Following expiry of the period set by the buyer, the buyer is obligated to declare – following our request that also contains a new performance period – whether it continues to insist on performance, claims compensation for damages or withdraws from the contract. If the buyer fails to make such a declaration within a suitable period set by us, the buyer shall no longer be permitted to withdraw from the purchase contract due to default until expiry of the new performance period set by us.

- (3) In the event that we are in default in delivery according to the statutory requirements, taking into consideration the provisions contained in these Terms of Sale, and the buyer has claims to compensation for damages against us due to the default, our liability in the event of default in delivery shall be limited to 0.5% of the agreed net price of the good not delivered or delivered behind schedule for every full week of the default, yet no more than 5% of the agreed net price of the good not delivered or delivered behind schedule. This shall have no effect on claims (a) due to breaches of contract in bad faith, (b) due to wilful and grossly negligent breaches of contract, (c) due to the assumption of a procurement risk within the meaning of Section 276 BGB, (d) due to injury to life, limb and health, and (e) in the event of liability under product liability law.

## **§ 9 Reservation of ownership**

- (1) Until payment in full of all our current and future claims arising from the contract (secured claims), we reserve ownership of the sold good. Insofar as the buyer has not made advance payment or in the case of a cash transaction within the meaning of Section 142 of the Insolvency Code (“Insolvenzordnung”, InsO), we also reserve ownership of the sold good for all current and future claims (secured claims) arising from the ongoing business relationship.
- (2) The good subject to the reservation of ownership may not be pledged to third parties nor assigned as security until payment in full of the secured claims. The buyer must promptly inform us in writing if a petition for the initiation of insolvency proceedings is filed or to the extent that third parties seize the good belonging to us.
- (3) If the buyer acts in a way contrary to the contract, in particular in the event of non-payment of the due purchase price, we are permitted to withdraw from the contract in accordance with the statutory provisions and demand the return of the good based on the reservation of ownership.
- (4) Insofar as the buyer further processes the good subject to the reservation of ownership in the ordinary course of business, the reservation of ownership shall encompass the products that arise from the processing, mixing or combination of our good at their full value, whereby we shall be deemed to be the manufacturer. If a third-party right of ownership should continue to exist in the case of the processing, mixing or combination of the good, we shall obtain co-ownership in the ratio of the invoice value of the processed, mixed or combined good. In other respects, the same applies to the resulting product as in the case of the good delivered under the reservation of ownership.
- (5) All goods subject to the reservation of ownership must be insured by the buyer at its cost, in particular against fire and theft at the net value as new. All claims against the respective insurer in connection with the goods subject to the reservation of ownership are hereby assigned to us; we hereby accept this assignment.
- (6) The buyer may only resell the good subject to the reservation of ownership in the ordinary course of business following our advance written consent. Where such consent is granted, the buyer hereby assigns to us the resulting claim against the purchaser as a precaution – in the case of the seller’s co-ownership of the reserved good proportionally

according to the co-ownership share. The same applies to such claims that take the place of the reserved good or otherwise accrue with respect to the reserved good, such as insurance claims or claims arising from tortious liability in the event of loss or destruction. We accept the assignment. We revocably authorise the buyer to collect the claims assigned to us in its own name. We are permitted to revoke this authorisation to collect if the buyer is in default in payment, the buyer fails to meet its payment obligations towards us or we have exercised our right under § 9 (3) of these Terms of Sale. If the buyer is in default in payment, it must disclose to us the debtors of the assigned claims and notify them of the assignment; in this case, we shall also be permitted to notify the respective debtor about the assignment and exercise our power to collect.

- (7) If the realisable value of the securities exceeds our claims by more than 10%, we shall release our choice of securities upon the buyer's request.

## **§ 10 Withdrawal**

In addition to the provisions under § 8 (1) of these Terms of Sale and without restriction of the statutory provisions, we are permitted to withdraw from the contract if the execution of the contract is or becomes prohibited by law. The buyer is not entitled to any claims for damages or compensation of expenses against us as a result of the withdrawal, unless we are responsible for the circumstances justifying the withdrawal.

## **§ 11 Secrecy**

- (1) The buyer shall treat as confidential all information it receives – either in writing or verbally – from us with respect to the good, during or on the occasion of the delivery of the good and any information we have marked as confidential (“confidential information”), if such information is not generally accessible to the public. Confidential information includes – but is not limited to – details regarding commercial property rights and all software, flowcharts, diagrams or data related to software, as well as processing methods. In particular, the buyer is forbidden from engaging in reverse engineering confidential information, unless Section 69d (3) UrhG or Section 69e UrhG permit reverse engineering.
- (2) The buyer may pass on confidential information only to the extent and exclusively to those employees who need such information in order to use the good in accordance with the contract; the buyer may not use any part of the confidential information for its own purposes or for the benefit of third parties, unless this is expressly permitted by law or our advance written consent. The buyer must ensure by way of suitable contractual agreements that its employees, personnel and sales partners maintain full confidentiality in relation to the information as if they had personally been committed to these terms.

## **§ 12 Rights of the buyer in the event of defects**

- (1) Unless otherwise specified in the following, the statutory provisions apply with respect to the rights of the buyer in the event of material and legal defects (including false delivery and short delivery as well as improper assembly and/or defective assembly instructions and defective installation and other ancillary performances under § 2 (6)). In all cases,

even if this is not expressly mentioned in the following, the statutory provisions remain unaffected:

- a) if the unprocessed good is sold to a consumer at the end of the supply chain, even if the consumer has further processed it (supplier recourse under Section 478 BGB); however, the provisions under Section 478 BGB do not apply if (a) the defective good was further processed by the buyer or another enterpriser, such as by way of installation in another product; if (b) the defective good is mixed, permanently combined or blended with other items by the buyer or another enterpriser; or if (c) the good sold by us is not acquired on the basis of a purchase contract;
  - b) pursuant to Section 439 (2) and (3) BGB (replacement of expenses necessary for the purpose of subsequent fulfilment) and in the case of expenses under Section 439 (6) clause 2 BGB, insofar as the good sold by us concerns a newly manufactured item unless the claim has expired in accordance with these Terms of Sale;
  - c) pursuant to Section 445a BGB (recourse of the buyer against us in the event that, in relation to its customer, it must bear expenses in connection with subsequent fulfilment under Section 439 (2) and/or (3) and/or (6) clause 2 BGB and/or Section 475 (4) BGB and/or is subject to the obligation to update under Section 475b (4) BGB), unless the claim has expired in accordance with these Terms of Sale;
  - d) pursuant to Section 327u BGB.
- (2) The good is considered to exhibit a material defect if it deviates from the subjective requirements under Section 434 (2) BGB, the objective requirements under Section 434 (3) BGB or the assembly requirements under Section 434 (4) BGB upon the transfer of risk. In combination with the quality agreements contained in these Terms of Sale, the specifications mentioned in our document on contract conclusion conclusively represent the agreed qualities. Only such accessories and such instructions (including assembly and installation instructions) are agreed as expressly stated in our document on contract conclusion. Public statements by the manufacturer or other third parties (such as promotional statements), which the buyer did not indicate to us as being decisive for its purchase decision, shall not establish any material defects. A material defect shall not be deemed to exist in the good if the malfunctions or deviations are due to suppliers or designs or other instructions specified by the buyer and we were not positively aware of the malfunctions or deviations.
- (3) In the context of eliminating faults in the software, we are permitted to initially provide a workaround to resolve the fault if the workaround is not unreasonable for the buyer.
- (4) Without this resulting in a change of the burden of proof, a material defect shall not be deemed to exist in particular if:
- a) the good deviates from the specifications stated in our document on contract conclusion to only a marginal degree and the agreed or proper use is thereby impaired only to an insignificant degree;
  - b) malfunctions, defects and/or failures of the good are due to the fact that wearing parts are worn-out in the course of normal wear and tear;

- c) malfunctions, defects and/or failures are due to defective or negligent treatment, in particular excess strain, unsuitable operating materials or cleaning agents, defective replacement materials, chemical or electrical influences or insufficient protection from weather conditions.
- (5) The good shall only be deemed to exhibit legal defects if it is not free from rights enforceable in Germany upon the transfer or risk. However, if the good is not free from rights enforceable in Germany upon the transfer of risk and this is due to the buyer's instructions, no legal defect shall be deemed to exist in deviation from § 12 (5) clause 1.
- (6) The buyer's claims for defects are subject to the condition that the buyer has duly complied with its notification duties under Sections 377 and 381 HGB in consideration of the provisions contained in these Terms of Sale.
- (7) The buyer must notify us of obvious material defects without delay, yet no later than within seven (7) calendar days of delivery of the good. Furthermore, the buyer is obligated to inspect the good promptly after delivery. The buyer must notify us of material defects that are recognisable upon proper inspection without delay after it has recognised or should have recognised the material defect. Hidden material defects must be reported promptly upon discovery. For the sake of clarity, it is noted that an inspection is not a necessary precondition for a notification of a defect. In addition, the buyer is obligated to ensure with respect to components and other goods intended for installation and reprocessing by other means that an inspection for material defects is conducted directly prior to processing.
- (8) The notification must be sent directly to us in writing. The notification must be written with sufficiently exact details that enable us to initiate remedial measures without further enquiring with the buyer and to secure recourse claims against our upstream suppliers. In other respects, the notification must satisfy the statutory provisions. Our employees are not permitted to accept notifications of defects outside our business premises or to issue warranty declarations.
- (9) In the event of a punctually notified material defect in the good, we shall be obligated at our choice to perform subsequent fulfilment in the form of defect remedy or to deliver a new defect-free item. Our right to deny subsequent fulfilment in accordance with the statutory requirements remains reserved. Subsequent fulfilment may be performed at our registered address or at the place of use of the good subject to our choice. We are not required to assume expenses incurred as a result of the good having been brought to a location other than the buyer's place of business unless the buyer informed us in writing in its order prior to contract conclusion that the good is to be brought to a location other than its place of business and we expressly agreed. In the event of replacement delivery, the buyer must return to us the defective item in accordance with the statutory provisions. Subsequent fulfilment involves neither dismantling of the defective item nor re-installation if we were not originally obligated to carry out installation. We are permitted to make the owed subsequent fulfilment dependent on the buyer paying the due purchase price. However, the buyer is permitted to retain a reasonable portion of the purchase price proportional to the defect.

- (10) Insofar as the good we sold concern a newly manufactured item, without waiving the statutory provisions and the provisions contained in these Terms of Sale, and in particular without waiving objection due to disproportionality under Section 439 (4) BGB, we shall be obligated in connection with subsequent fulfilment to refund the buyer the necessary expenses for removing the defective good and installing or affixing the subsequently improved or delivered defect-free good where the buyer has installed the defective good into another item or affixed it to another item in accordance with its nature and intended purpose.
- (11) If proper subsequent improvement or replacement delivery does not occur within a reasonable period set by the buyer, the buyer shall be permitted to demand withdrawal from the contract or reduction of the price in consideration of the statutory provisions. A period need not be set if the setting of a period is not required by statutory provisions. This is the case, for example, if a subsequent improvement has failed. With respect to the specific individual defect in each case, a subsequent improvement is deemed to have failed following the third unsuccessful attempt unless otherwise determined in particular by the nature of the defect or other circumstances.
- (12) The parts replaced within the context of material defect warranty shall become our property.
- (13) Insofar as we provide the buyer with replacement parts or exchange parts free of charge within the context of material defect warranty and the buyer installs these parts into the good, the buyer is obligated to return the replaced parts promptly to us CPT (Incoterms® 2020).
- (14) Where the buyer has suffered a damage or incurred futile expenses due to a defect in good delivered by us, the provisions under § 13 of these Terms of Sale shall apply in addition. In the case of the delivery of used goods, however, we shall not be liable for compensation and reimbursement of expenses – except for liability pursuant to the situations specified in § 13 (2) b) and § 13 (5) of these Terms of Sale; instead, in the case of the delivery of used goods, the warranty rights of the buyer (i.e. the buyer's rights due to a breach of duty in the form of the delivery of defective goods) shall be limited to the legal remedies specified in § 12 (9) and § 12 (11) of these Terms of Sale.
- (15) With the exception of the cases regulated in § 12 (16) of these Terms of Sale, any claims of the buyer due to the delivery of new defective goods shall expire one (1) year after the statutory limitation period begins and – in the case of used defective goods – six (6) months after the statutory limitation period begins. The expiry suspension under § 327u BGB and under § 445b (2) BGB (limitation of recourse claims in the supply chain) remain unaffected in any case.
- (16) In deviation from § 12 (15) of these Terms of Sale, the statutory warranty periods apply:
- a) to claims under § 438 (1) No. 1 BGB (claims if the defect exists in a third-party right in rem, on the basis of which the return of the purchased item may be demanded, or in another right entered in the land registry);

- b) if the good is a newly manufactured item that concerns a building structure and/or an item that has been used for a building structure according to its customary use and has caused the defectiveness thereof;
  - c) if the buyer's claims are due to a wilful and/or grossly negligent breach of contract;
  - d) in the case of the non-disclosure of a defect in bad faith;
  - e) in the case of the assumption of a guarantee for the quality of the good;
  - f) in the case of the assumption of a procurement risk within the meaning of Section 276 BGB;
  - g) to claims due to injury to life, limb and/or health;
  - h) to claims under product liability law;
  - i) to claims under the scope of Section 478 BGB (special provisions for entrepreneurial recourse in the case of a consumer good purchase), unless (a) the defective good was further processed by the buyer or another enterpriser, such as by way of installation into another product; (b) the defective good was mixed, permanently combined or blended with other items by the buyer or another enterpriser; or (c) the good sold by us was purchased by the consumer not on the basis of a purchase contract.
- (17) A reversal of the burden of proof is not associated with the above provisions.
- (18) Replacement delivery or subsequent improvement shall not establish new limitation periods.
- (19) Unless otherwise agreed in connection with warranty, the performance of device inspections that may be necessary in connection with commercial use within the meaning of the pertinent statutory regulations shall be at the expense of the buyer.
- (20) Notwithstanding any further statutory provisions, the suspension of the limitation period shall also end if the negotiations on which the suspension is based are not continued for four (4) weeks. In any case, the recommencement of a suspension of the limitation period for the buyer's claims shall require our express written confirmation.

### **§ 13 Liability for damages and expenses**

- (1) In addition to the above provisions in § 12 of these Terms of Sale, our liability for damages and expenses shall be determined by the following provisions. Subject to limitation under § 12 (15) in conjunction with § 12 (16) of these Terms of Sale, the statutory provisions as follows remain reserved in any case and even where this is not mentioned separately in the following:
- a) the provisions under Section 327u BGB;
  - b) the provisions under Section 445a BGB (the buyer's recourse against us in the event that it must bear expenses in relation to its customer in connection with subsequent fulfilment under Section 439 (2) and/or (3) and/or (6) clause 2 BGB and/or Section 475 (4) BGB and/or due to the breach of the duty to update pursuant to Section 475b (4) BGB);
  - c) the provisions under Section 478 BGB (special provisions for entrepreneurial recourse in the case of a consumer good purchase), unless (a) the defective

good was further processed by the buyer or another enterpriser, such as by way of installation into another product; (b) the defective good was mixed, permanently combined or blended with other items by the buyer or another enterpriser; or (c) the good sold by us was purchased by the consumer not on the basis of a purchase contract; and

- d) our obligation to assume the necessary expenses for the purpose of subsequent fulfilment pursuant to Section 439 (2) and/or (3) BGB as well as expenses pursuant to Section 439 (6) clause 2 BGB, insofar as the good sold by us concerns a newly manufactured item, whereby such claim requires that the claim to subsequent fulfilment under Section 439 (1) BGB has not expired in accordance with these Terms of Sale.
- (2) Our liability for damages or futile expenses towards the buyer only takes effect if the damages or the futile expenses:
- a) were caused by the culpable breach of a duty, whose fulfilment makes the proper performance of the contract possible in the first place and in whose compliance the buyer may ordinarily trust (essential contractual duty); or
  - b) are due to a grossly negligent or wilful breach of duty.
- (3) Should we be liable under § 13 (2) a) of these Terms of Sale for a breach of an essential contractual duty, our liability to pay compensation for damages shall be limited to the typical damages foreseeable upon contract conclusion. § 8 (3) of these Terms of Sale applies to default damages.
- (4) The liability limitations specified above in § 13 (2) to (3) of these Terms of Sale do not apply to liability (a) according to product liability law, (b) due to the assumption of a guarantee for the quality of the good, (c) in the case of the assumption of a procurement risk within the meaning of Section 276 BGB, (d) due to non-disclosure of a defect in bad faith, (e) for damages arising from culpable injury to life, limb or health, and (f) for damages due to a grossly negligent or wilful breach of duty.
- (5) Except for liability (a) according to product liability law, (b) due to the assumption of a guarantee for the quality of the good, (c) in the case of the assumption of a procurement risk within the meaning of Section 276 BGB, (d) due to non-disclosure of a defect in bad faith, (e) for damages arising from culpable injury to life, limb or health, and (f) for damages due to a grossly negligent or wilful breach of duty, a duty to pay compensation for damages arising from delivery of used goods is excluded.
- (6) The duty of the buyer to mitigate damages according to Section 254 BGB remains unaffected. Any agreement on the part of the buyer with its customers, which increases the statutory liability of the buyer to its disadvantage, constitutes a violation of this duty to mitigate damages and – to the extent that the statutory liability of the buyer was increased to its disadvantage – results in an exclusion of a claim for compensation against us.
- (7) We are obligated to pay compensation for damages due to the breach of the buyer's contractual duties and/or precontractual duties only in accordance with the provisions of

these Terms of Sale. Any recourse to a concurrent basis for claims, such as fault upon contract conclusion in accordance with Section 311 (3) BGB, positive breach of contract in accordance with Section 280 BGB or due to tortious claims in accordance with Section 823 BGB, is excluded. Insofar as the liability for compensation on our part is excluded or limited, this also applies accordingly with respect to the personal liabilities of our governing bodies, employees, workers, representatives and vicarious agents.

- (8) The above provisions in § 13 of these Terms of Sale apply subject to:
- a) Section 327u BGB;
  - b) Section 445a BGB (the buyer's recourse against us in the event that it must bear expenses in relation to its customer in connection with subsequent fulfilment under Section 439 (2) and/or (3) and/or (6) clause 2 BGB and/or Section 475 (4) BGB and/or due to the breach of the duty to update pursuant to Section 475b (4) BGB);
  - c) Section 478 BGB (special provisions for entrepreneurial recourse in the case of a consumer good purchase); however, the provisions of Section 478 BGB shall not apply if (a) the defective good was further processed by the buyer or another enterpriser, such as by way of installation into another product; (b) the defective good was mixed, permanently combined or blended with other items by the buyer or another enterpriser; or (c) the good sold by us was purchased by the consumer not on the basis of a purchase contract; and
  - d) the expenses to be assumed by us for the purpose of subsequent fulfilment under Section 439 (2) and/or (3) BGB as well as expenses under Section 439 (6) clause 2 BGB, insofar as the good sold by us concerns a newly manufactured item,

including for the buyer's claims to the reimbursement of expenses.

- (9) We accept no contractual indemnity obligations whatsoever vis-à-vis the buyer. Upon the buyer's request and instead of a payment to the buyer, we must indemnify the buyer only from third-party claims to the extent that the buyer would have its own claim for compensation against us on the basis of the provisions concluded in these General Terms of Sale.

#### **§ 14 Return of devices/assemblies**

Unless otherwise agreed, the buyer undertakes to duly dispose of the hardware in full (including all assemblies) following the end of use in accordance with statutory requirements, in particular the requirements of the Electrical Equipment Act ("Elektrogesetz", ElektroG).

#### **§ 15 Place of fulfilment, choice of law and jurisdiction**

- (1) The place of delivery is determined by § 6 (1) of these Terms of Sale. The place of payment and fulfilment for all other obligations arising from the contract with the buyer is Robert-Bosch-Straße 30, 71106 Magstadt, Germany. These provisions also apply if rendered performances are to be reversed. However, we reserve the right to carry out subsequent fulfilment at the place at which the good is located.

- (2) The law of the Federal Republic of Germany – with the exclusion of the UN Convention on the International Sale of Goods – applies to these Terms of Sale and the contractual relationship between us and the buyer.
- (3) If the buyer is a merchant within the meaning of the Commercial Code, a legal entity under public law or a special fund under public law, the state courts competent at 71106 Magstadt, Germany shall be exclusively competent for disputes arising from the contract. However, we are also permitted in any case to take action at the buyer's general place of jurisdiction. Overriding statutory provisions, in particular on exclusive jurisdictions, remain unaffected.

### **§ 16 Miscellaneous**

- (1) Subject to Section 354a HGB, the buyer is not permitted without our advance written consent to assign its rights against us arising from the concluded contract and these Terms of Sale to a third party.
- (2) In the event of a resale of the good and the execution of such transactions, the buyer shall observe and comply with all provisions of foreign trade law, including US (re-)export control regulations.
- (3) In deviation from Section 15 (1) VerpackungsG, we shall only take back the forms of packaging named therein at our registered address, provided that the buyer does not return the aforementioned forms of packaging immediately upon delivery at the place of handover of the packaging and in such a timely manner that no waiting times arise for us or third parties commissioned by us.
- (4) Neither a handwritten signature nor an electronic signature is necessary in order to observe the requirement for the written form. Disclosures by fax or email and other forms of text according to Section 126b BGB shall satisfy the requirement for the written form within the meaning of these Terms of Sale.
- (5) The personal data necessary for business processing shall be stored and treated confidentially in accordance with the applicable regulations on data protection.
- (6) Should individual provisions of this contract be invalid, this shall not affect the validity of the remaining provisions.

Version: 15 February 2026