

General Terms and Conditions of Delivery

VMS GmbH

Effective: April 2026

1. General Provisions

1.1 These General Terms and Conditions of Delivery (hereinafter “Terms”) apply to all deliveries, services, and offers provided by VMS GmbH (hereinafter “VMS”) to business entities (Section 14 of the German Civil Code [BGB]), legal entities under public law, and special funds under public law.

1.2 VMS’s order confirmation is always issued on the assumption that these Terms and Conditions of Delivery apply exclusively. Any conflicting or deviating terms and conditions of the customer are expressly rejected and shall not apply even if VMS does not expressly object to them or carries out the delivery with knowledge of such terms and conditions.

1.3 Any deviating, conflicting, or supplementary General Terms and Conditions or Terms of Purchase of the customer shall only become part of the contract if VMS expressly agrees to their validity in writing. A mere reference to an order, a framework agreement, or other documents of the customer containing such terms and conditions does not constitute consent.

1.4 These terms and conditions also apply to all future transactions between the parties, provided they concern deliveries and services of the same nature, as well as in cases where VMS carries out the delivery of the goods with knowledge of deviating or conflicting terms and conditions. The applicability of these terms and conditions to future transactions may only be rejected by the customer through a written objection.

1.5 VMS’s silence regarding the customer’s deviating terms and conditions or the unconditional delivery, acceptance, or payment shall not be deemed recognition or consent to such terms and conditions.

1.6 Legally relevant declarations and notices by the customer that are to be made after the conclusion of the contract (e.g., setting of deadlines, notices of defects, withdrawal) must be in writing.

1.7 Individual agreements between VMS and the customer shall take precedence over these terms and conditions, provided they have been made in writing.

1.8 This is a translation of the German version of the General Terms and Conditions of Delivery by VMS. In the event of any discrepancies between the German and English versions of these Terms and Conditions, the German version shall prevail.

2. Offer and Conclusion of Contract

2.1 Offers from VMS are subject to change and non-binding. A contract is only concluded upon written order confirmation or execution of the delivery. Verbal side agreements require written confirmation by VMS.

2.2 VMS reserves the right to make technical changes as well as changes in design and construction, provided they are reasonable for the customer.

2.3 All documents, such as drawings, illustrations, dimensions, weights, or other technical specifications provided by the parties, are binding only if they are expressly confirmed in writing.

2.4 VMS reserves ownership and copyright to all offer documents, drawings, samples, and models created by VMS. These may not be reproduced, published, or made available to third parties without VMS’s consent.

2.5 The customer is liable for the accuracy of the documents and data provided by the customer. If VMS manufactures according to the customer’s specifications, the customer is liable for the absence of third-party intellectual property rights and indemnifies VMS against any claims.

3. Prices and Terms of Payment

3.1 Unless otherwise agreed, all prices are based on FCA VMS Salzweg (Incoterms® 2020) plus packaging, shipping, and applicable VAT.

3.2 For contracts with a term of more than twelve months, VMS is entitled to make price adjustments (increases or decreases) if recognized cost indices (in particular the Federal Statistical Office’s producer price index for metal production, energy costs, or collectively agreed wages in the metal and electrical industry) have changed by more than 5% since the conclusion of the contract. The adjustment may not exceed the proven cost share. If the relevant costs decrease, VMS is obligated to adjust the prices accordingly. VMS shall notify the customer of the price adjustment in writing at least 30 days before it takes effect. In this case, the customer is entitled to a special right of termination with a notice period of 14 days effective as of the date the price adjustment takes effect.

- 3.3** Payments are due net within 30 days of the invoice date without deduction.
- 3.4** In the event of late payment, VMS is entitled to charge late payment interest at a rate of 9 percentage points above the base rate, as well as reminder fees of EUR 40 per reminder.
- 3.5** Bills of exchange and checks are accepted only on account of performance. The customer bears the costs of discounting.
- 3.6** The customer is entitled to a right of retention only to the extent that it is based on the same contractual relationship. Offsetting is permitted only against undisputed or legally established claims.
- 3.7** If the customer defaults on payment or if a significant deterioration in the customer's financial situation becomes known after the conclusion of the contract, VMS is entitled to demand advance payment or security or to withdraw from the contract.

4. Delivery and Delivery Time

- 4.1** Delivery deadlines are only binding if they have been confirmed in writing by VMS.
- 4.2** The delivery period begins upon dispatch of the order confirmation by VMS, but not before receipt of all necessary documents, approvals, agreed-upon down payments, and accessories, if these are to be supplied by the customer.
- 4.3** Delivery shall be made in accordance with FCA VMS Salzweg (Incoterms® 2020). Upon handover of the goods to the carrier (freight forwarder) commissioned by the customer or upon leaving the factory, the risk of accidental loss and accidental deterioration shall pass to the customer. From this point on, VMS is no longer liable for loss, damage, or other risks associated with the goods during transport. This applies regardless of whether the delivery is made to the customer or to a third party designated by the customer. Transport insurance is taken out only at the express request and expense of the customer.
- 4.4** Compliance with the delivery deadline is contingent upon the customer's proper and timely fulfillment of all obligations to cooperate. If shipment is delayed at the customer's request, VMS is entitled to invoice the customer for all costs incurred as a result (in particular storage, financing, and insurance costs), beginning one month after notification that the goods are ready for shipment. The customer reserves the right to prove that the damage was less than stated. VMS is also entitled, after setting and allowing a reasonable period to elapse without result, to dispose of the delivery item elsewhere and to supply the customer within a reasonably extended period. Further claims by VMS remain unaffected. The customer is responsible for ensuring that the third party designated by them (in particular the end customer) meets all requirements for the receipt, unloading, and inspection of the goods. The customer shall bear all additional costs and delays arising therefrom.
- 4.5** If VMS is in default of delivery, the customer must first set a reasonable grace period. Damages for delay are governed by the liability provisions in Section 9; any further liability is excluded.
- 4.6** VMS shall deliver in the agreed quantities and within the agreed timeframes; deviations in partial quantities do not entitle the customer to cancel the entire order. The liability provisions under Sections 4.5 and 9 apply to delays and quantity deviations.
- 4.7** VMS is entitled to make partial deliveries. Partial deliveries will be invoiced immediately and separately.
- 4.8** VMS is entitled to withhold deliveries until the purchase price due has been paid in full.
- 4.9** VMS reserves the right to rely on correct and timely delivery from its suppliers. This applies only if VMS has entered into a corresponding hedging transaction and the failure to deliver is not attributable to VMS. VMS will immediately inform the customer of the unavailability of the delivery item and, in the event of withdrawal, will immediately refund any consideration already paid by the customer.

5. Packaging, Shipping, and Transfer of Risk

- 5.1** Unless otherwise agreed, packaging and shipping shall be carried out in accordance with current standards and at VMS's discretion.
- 5.2** With regard to the transfer of risk, Section 4.3 applies accordingly. This also applies if VMS organizes the transport on behalf of or in the interest of the customer or assumes the transport costs.

6. Retention of Title

- 6.1** VMS retains title to all delivered products until all claims arising from the business relationship have been paid in full.
- 6.2** The customer may resell the goods in the ordinary course of business. The customer hereby assigns to VMS any claims arising therefrom until all claims of the supplier have been satisfied.

6.3 The customer must immediately inform VMS of any third-party claims against the goods subject to retention of title.

6.4 In the event of a breach of contract by the customer, in particular default in payment, VMS is entitled to demand the return of the goods and to withdraw from the contract. The customer shall bear all costs of the return.

6.5 If the goods subject to retention of title are processed or transformed by the customer, VMS shall acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the total value of the new item at the time of processing. The customer shall hold the resulting item in safekeeping for VMS free of charge. If the goods subject to retention of title are combined, mixed, or blended with other items, VMS shall acquire co-ownership in the ratio of the invoice value of the goods subject to retention of title to the other items. The customer hereby assigns to VMS, by way of security, the claims arising from the resale of the new item to the extent of VMS's co-ownership share.

6.6 The Customer is obligated to adequately insure the goods subject to retention of title against customary risks, in particular fire, water, and theft, and to provide proof of such insurance upon request. The Customer hereby assigns to VMS, as security, any claims arising from an insured event in the amount of the value of the goods. VMS accepts this assignment.

7. Obligation to Inspect, Notice of Defects, and Warranty

7.1 The customer is obligated to inspect the goods immediately upon delivery and to notify VMS in writing of any apparent defects within ten (10) days of discovering the defect. If delivery is made directly to an end customer designated by the customer (drop shipping), the notice period begins at the time the customer becomes aware of the defect from the end customer or, given proper organization of its business processes, should have become aware of it. In this case, the customer must notify VMS in writing of the defects no later than ten (10) days after receiving the end customer's notice of defects. Irrespective of this, the notice period ends no later than thirty (30) days after delivery of the goods to the end customer. The customer undertakes to contractually oblige its end customers to inspect the goods immediately and report any defects.

7.2 Hidden defects must be reported immediately upon discovery.

7.3 If a defect is not reported in a timely manner, the delivery shall be deemed accepted, and VMS's liability for defects that were not reported, or were not reported in a timely or proper manner, shall be excluded in accordance with statutory provisions.

7.4 If the delivered item is defective, VMS may initially choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement). If the type of subsequent performance chosen by VMS is unreasonable for the customer in the specific case, the customer may refuse it. The right to refuse subsequent performance under the statutory conditions remains unaffected.

7.5 VMS is entitled to make the required subsequent performance contingent upon the customer paying the purchase price due.

7.6 The customer must give VMS the time and opportunity necessary for the required subsequent performance, in particular to hand over the goods subject to complaint for inspection purposes. In the event of a replacement delivery, the customer must return the defective item to VMS upon request in accordance with statutory provisions; however, the customer has no right of return. Subsequent performance does not include the removal, dismantling, or uninstallation of the defective item, nor the installation, fitting, or mounting of a defect-free item, if VMS was not originally obligated to perform these services; the customer's claims for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.

7.7 The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs, as well as any removal and installation costs, shall be borne or reimbursed by VMS in accordance with statutory provisions and these General Terms and Conditions if a defect actually exists. Otherwise, VMS may demand reimbursement from the customer for the costs incurred as a result of the unjustified request for defect rectification if the customer knew or should have known that no defect actually existed.

7.8 In urgent cases, e.g., where operational safety is at risk or to prevent disproportionate damage, the customer has the right to remedy the defect itself and to demand reimbursement from VMS for the expenses objectively necessary for this purpose. VMS must be notified of such self-remedy immediately, if possible in advance. The right to remedy the defect oneself does not apply if VMS would be entitled to refuse corresponding subsequent performance in accordance with statutory provisions.

7.9 If a reasonable deadline set by the customer for subsequent performance has expired without result or is dispensable under statutory provisions, the customer may, in accordance with statutory provisions, withdraw from the purchase contract or reduce the purchase price. However, there is no right of withdrawal in the case of a minor defect.

7.10 Claims by the customer for reimbursement of expenses pursuant to § 445a(1) BGB are excluded, unless the final contract in the supply chain is a sale of consumer goods (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c(2), 327(5), 327u BGB). Claims by the customer for damages or reimbursement of futile expenses (§ 284 BGB) shall apply even in the event of defects in the goods only in accordance with the following provisions.

7.11. The warranty period is 12 months from the transfer of risk. For used goods, the warranty period is 6 months. For custom-made products manufactured according to customer specifications, the statutory warranty period of 12 months applies; a reduction is only permissible by individual written agreement.

7.12. Claims for defects are excluded if the customer handles the goods improperly, modifies them, or processes them further without VMS's consent; if the customer violates the obligations to inspect and give notice of defects; if the defect is due to improper assembly, installation, operation, or maintenance by the customer or third parties; or if the defect is attributable to normal wear and tear or improper storage. Any additional costs arising from further processing will not be covered. The customer shall bear the costs of remedying the defect if it turns out that no defect existed. If further processing is carried out with the express consent of VMS, the customer bears the burden of proof that a claimed defect was already attributable to VMS at the time of the transfer of risk and was not caused by the approved further processing.

8. Product Liability and Recall

8.1 VMS manufactures metal components exclusively in accordance with the drawings, specifications, and technical requirements provided by the customer. The customer bears sole responsibility for the design, dimensioning, and function of the components.

8.2 VMS shall not be liable for defects attributable to incorrect, incomplete, or contradictory drawings, materials, or specifications provided by the customer. Likewise, VMS shall not be liable for consequential damages resulting from incorrect customer specifications.

8.3 The customer is obligated to carefully inspect the delivered components immediately upon receipt for dimensional accuracy, quality, and conformity with its specifications. Any deviations must be reported in writing without delay.

8.4 VMS's liability under the Product Liability Act exists exclusively within the scope of statutory provisions and only for defects attributable to its own manufacturing or processing errors.

8.5 The customer undertakes to inform VMS immediately in the event of product complaints or recalls and to actively cooperate in determining the cause.

8.6 All claims for material defects or defects of title, as well as product liability in connection with the delivered metal components, are exclusively reserved for VMS's customer. Claims by third parties (including end customers) are excluded, unless mandatory statutory provisions preclude this. With respect to claims asserted by end customers, the customer shall fully indemnify VMS internally to the extent permitted by law.

8.7 If the products are manufactured based on information, drawings, designs, or specifications provided by the customer, or are modified by the customer or in accordance with the customer's instructions, then: (i) VMS makes no warranty as to the suitability or fitness for use of such products; and (ii) the customer shall indemnify the company against all liability claims in connection with: (a) the infringement of intellectual property rights by such products, including, but not limited to, patents, utility models, software, and copyrights (IPR); and (b) any defect in the products resulting from errors or omissions in such information, drawings, designs, specifications, modifications, or instructions.

9. Liability

9.1 VMS shall be liable without limitation only in cases of intent or gross negligence. In cases of simple negligence, VMS shall be liable only in accordance with the following Sections 9.2 and 9.3.

9.2 For simple negligence, VMS shall be liable only in the event of a breach of material contractual obligations (cardinal obligations), limited to the typically foreseeable damage and capped at the order value. The limitations of liability set forth in this section apply subject to the maximum liability limit specified in Section 9.5.

9.3 VMS shall not be liable to the customer for its officers, legal representatives, employees, or other vicarious agents, nor for lost profits, indirect or unforeseeable damages, loss of use, loss of production, data loss, or consequential damages in cases of simple negligence.

9.4 Liability under the Product Liability Act and in cases of injury to life, limb, or health remains unaffected.

9.5 VMS maintains product liability insurance with a coverage limit of EUR 10 million per claim. For contractual liability claims not based on the Product Liability Act, VMS's liability is limited to this insured amount. Claims under the Product Liability Act remain unaffected by this limitation and are governed

exclusively by the mandatory statutory provisions (Section 14 ProdHaftG). If a higher coverage amount is desired for contractual claims, this requires a separate written agreement.

10. Tools, Fixtures, and Documentation

10.1 Tools, fixtures, models, and drawings remain the property of VMS, even if they were charged on a pro-rata basis.

10.2 The customer may not reproduce technical documents or manufacturing information or make them available to third parties without VMS's consent.

10.3 If the customer contributes to the costs of tools, fixtures, or equipment on a pro-rata basis, the customer does not acquire ownership thereof; these remain the property of VMS. In return for this cost-sharing, the customer receives the non-transferable right to purchase the products manufactured with these tools from VMS for the duration of the business relationship. VMS undertakes to keep the tools available for at least five years after the last order, provided that no extraordinary termination or technical obsolescence precludes this. Upon termination of the contract, the customer may demand the return or transfer of the tools in exchange for payment. To the extent that the customer has contributed to the costs of the tools, this amount shall be offset against any fair market value adjustment; if the cost contribution exceeds the fair market value, no further payment is due. Legitimate confidentiality interests of VMS may preclude surrender; in this case, VMS shall reimburse the customer for the pro-rata residual value of their cost contribution.

11. Confidentiality and Data Protection

11.1 The customer is obligated to treat all information, data, drawings, and documents received from VMS as confidential.

11.2 This obligation shall remain in effect even after the termination of the contract.

11.3 VMS processes personal data in accordance with the GDPR and uses it exclusively for the purpose of fulfilling the contract.

12. Export Controls and Sanctions

12.1 The customer is responsible for all applicable export, import, and customs formalities, as well as for providing all necessary documentation—including for shipments to third countries or to third parties. VMS shall not be liable for the accuracy or completeness of the documents provided or for the failure to obtain export confirmations due to circumstances within the customer's or the third party's sphere of control.

12.2 Violations entitle VMS to withdraw from the contract.

12.3 The customer is liable for all damages resulting from a violation of export regulations.

13. Force Majeure

13.1 Events of force majeure, such as war, pandemics, natural disasters, strikes, government measures, supply chain disruptions, cyberattacks, or shortages of energy or raw materials, release VMS from its obligation to perform for the duration of the disruption.

13.2 If the performance of the contract becomes permanently impossible due to such events, VMS is entitled to withdraw from the contract in whole or in part.

13.3 VMS must immediately notify the customer in writing of the occurrence and the expected end of a force majeure event. VMS's performance and liability obligations are suspended for the duration of the impediment; the Customer's claims for damages due to the delay are excluded. If the event lasts longer than 120 days, either party may terminate the affected contract in whole or in part by written notice to the other party; services already rendered shall be compensated on a pro rata basis.

14. Succession and Assignment

14.1 The customer may transfer, pledge, or otherwise dispose of rights and obligations under the contract only with the written consent of VMS.

14.2 VMS is entitled to assign claims arising from the business relationship to third parties.

15. Termination of the Contract

15.1 VMS is entitled to terminate framework agreements, call-off agreements, and other continuing obligations with the customer at any time by giving 30 calendar days' notice to the end of the month. The customer has no claim for damages arising from the termination as such.

15.2 The customer is also entitled to terminate framework agreements, call-off agreements, and other continuing obligations at any time with 30 calendar days' notice to the end of the month. In the event of termination by the customer, Section 15.3 applies accordingly; the customer shall reimburse VMS for expenses that cannot be proven to be cancellable. The customer has no claim for damages arising from the termination as such.

15.3 In the event of ordinary termination, the Customer is obligated to reimburse VMS for all verifiably non-cancellable or already allocated materials, production-related advance costs (including work-in-process), reasonable setup, testing, and engineering costs, as well as a pro-rata share of tooling and fixture costs, provided these are based on confirmed call-offs/orders or safety stock requirements customary in the market.

15.4 The following applies to call-off orders: Upon receipt of the notice of termination, VMS may halt production of further call-off quantities. Call-offs that have already been released will be fulfilled—provided this is economically reasonable; otherwise, the customer shall reimburse the verifiably incurred, unavoidable expenses.

15.5 Both parties may terminate the contract for good cause without notice. Good cause exists in particular if, taking into account all circumstances of the individual case and weighing the interests of both parties, the terminating party can no longer reasonably be expected to continue the contract. Good cause for VMS exists in particular if:

- a) the customer is more than 30 calendar days in default of a due payment despite a reminder,
- b) insolvency proceedings are filed or opened against the customer's assets, or the customer suspends payments,
- c) the customer materially breaches its principal contractual obligations (e.g., obligations to cooperate, confidentiality, provision of drawings or materials),
- d) the customer violates statutory provisions, export control regulations, or sanctions provisions,
- e) the customer misuses or modifies VMS products in a manner that gives rise to quality or safety risks, or
- f) the Customer takes actions that are likely to significantly harm VMS's reputation or legal interests.

15.6 In the event of termination by VMS for good cause, VMS is entitled to suspend work already commenced and to invoice the customer for the verifiable costs and expenses incurred up to that point. Products already delivered but not yet paid for remain the property of VMS until full payment has been made (retention of title).

16. Jurisdiction and Applicable Law

16.1 German law shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

16.2 The place of performance is Salzweg. The place of jurisdiction is Passau.

17. Final Provisions

17.1 The Supplier is entitled to amend these General Terms and Conditions of Delivery and Service with future effect, provided there is an objective reason for doing so (in particular due to changes in the law, case law, or market conditions) and the Contractual Partner is not unreasonably disadvantaged as a result. Amendments shall be communicated to the Contractual Partner in writing. If the contracting party does not object within four weeks of receiving the notification, the changes shall be deemed accepted. The right to object is specifically noted.

17.2 Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by one that most closely approximates the economic purpose.