

KRÜGER & GOTHE GMBH
electronic products and services

certified according to:

- IATF 16949: 2016
- ISO 14001: 2015
- ISO/TS 22163: 2017
- ISO 9001: 2015

Krüger & Gothe GmbH • Atzendorfer Str. 19 • D - 39418 Staßfurt • Germany

General terms and conditions of Krüger & Gothe GmbH

I. General provisions

1. For all deliveries and services of Krüger & Gothe GmbH (KuG) these are to be considered as follows General terms and conditions (AGB) are decisive. General Terms and Conditions of Orders are only valid if KuG has agreed to them in writing.
2. deviating and/or supplementary terms and conditions of the buyer are not binding for KuG, unless because, KuG has expressly agreed to such deviating agreements in writing. A Such consent shall only apply to the respective transaction, but not to future transactions.

II. offers

Offers of KuG are in each case subject to change and non-binding, unless KuG has something else are shown.

III. conclusion of the contract

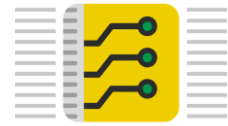
1. the conclusion of the contract is subject to correct and timely delivery to us by the suppliers of KuG. This applies however only in the case that the possible non- or delayed delivery is not the responsibility of KuG. The orderer is informed about the non-availability of the service must be informed immediately.
2. With order the orderer declares bindingly to want to acquire the goods from KuG, whereby a "Forecast" or call-off (for example from a framework agreement) of such an order from effectiveness is equal. To an acceptance of the order by KuG it comes thereby either by corresponding declaration of KuG or by delivery of the goods. KuG is entitled to the right, to reject the order within 14 days. If KuG rejects the order with reference to rejects other contents (such as prices or dates), this constitutes a new offer. If the order is received by KuG by electronic means, the confirmation of receipt does not yet represent a acceptance of the order.
3. dates and periods for delivery are only binding if they are confirmed in writing by KuG. have been confirmed. KuG is always entitled to partial deliveries. If in individual cases no acceptance date be fixed, KuG is entitled without prior reminder to delivery within 6 months after order, whereby payment for this delivery is then due immediately after receipt of the order. invoice of KuG by the orderer is due and payable without any deduction.

IV. Prices, terms of payment and delivery

1. all prices of KuG are net prices; the legal value added tax is charged in Invoices shown separately. KuG is entitled to provide its services also on electronic (e.g. by means of a signed PDF file), whereby such invoices can also be are binding and effective without signature. The customer is always obliged within a reasonable time to examine the respective invoice of KuG. Complaints of the Invoices after 6 weeks will not be considered by KuG.

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2. If KuG makes partial deliveries, these will be charged separately, with immediate maturity and independent of the agreed total delivery, unless the goods have been agreed with the purchaser individual payment terms also for such partial deliveries.

3. KuG reserves the right to increase the prices if:

There are cost increases after the conclusion of the contract, for example due to collective agreements, changes in freight, shipping or ancillary shipping costs or in material prices.

After the conclusion of the contract, technical changes are made by the customer or the customer addresses to KuG specifications deviating from the order. In such a case the orderer has to bear all additional costs resulting from this, which KuG has to bear by such Changes/specifications arise. Such additional costs include the increased cost of materials, the increased personnel expenses, the remuneration of existing residual material, etc.

4 The customer may only exercise a right of retention if his counterclaim to is based on the same contractual relationship. The customer shall be entitled to set-off claims against claims of KuG likewise only from the same contractual relationship with KuG.

5. in the case of blanket orders, the prices are calculated for specific periods and/or specific Quantities firmly agreed. In the event of significant deviations in requirements or deadlines, the prices are to be negotiate and determine.

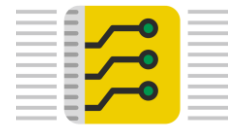
6. accounting by KuG takes place after the provision of the service or in case of Delivery of the products. Unless otherwise agreed, the customer is responsible for payment of the invoice of KuG within 30 days from the respective receipt of the invoice, whereby the KuG receipt of payment by KuG is decisive for the timeliness of the payment. KuG is entitled, charge interest on arrears at the rate of 0.03 % per day from the due date, with the calculation of further damage remains unaffected by this. KuG is entitled, in the case of delay of invoice payment to trigger a production stop by the customer and a right of retention for all goods and services against the customer, regardless of the reason for which the customer is the delay of the customer with the payment results from the concrete contractual relationship. KuG is particularly in the case of blanket orders, all further cost-incurring measures, which would be necessary for the fulfilment of the contract, until full payment is received immediately or to withdraw from the contract and to make all outstanding services immediately due.

7. if, at the request of or due to the fault of the customer, the dispatch or delivery of the produced by more than one month after KuG's notification of readiness for dispatch or delayed after a bindingly agreed acceptance date, KuG is entitled to charge the buyer for a storage fee of 0.8 % for every month or part thereof from the date of default of acceptance of the price of the respective goods to be delivered. The storage fee including of the incidental costs is due 6 months after the agreed delivery date at the latest.

V. Extended reservation of title

1. All objects of the deliveries remain the property of KuG until all claims of KuG against the buyer are completely fulfilled by the buyer. At Breaches of duty by the buyer, such as default of payment, KuG is entitled to claim damages even without setting a deadline. to demand the return of the goods and the delivery items and/or to demand the return contract, whereby the customer is then obliged to immediately hand over the goods. Such a demand for return of the KuG does not constitute a declaration of withdrawal, unless this is expressly declared by KuG.

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2. if the orderer processes, mixes and combines the services and goods delivered by KuG resold, the retention of title applies to the resulting claims or is to the newly created goods. If the customer accepts processing, inseparable mixtures or transformations before, then this occurs for KuG. If the delivered goods and services of KuG are processed by the orderer with items not in his property, then KuG is entitled to KuG acquires co-ownership of the newly created object in the ratio of the value of the goods delivered by KuG services and goods delivered to the other processed goods at the time of the Processing. If, after such mixing, the new product of the customer is the main item (e.g. finishing product), then the orderer commits himself to pay KuG the proportionate to transfer co-ownership of it. In any case, the customer is obliged to transfer the sole ownership and/or co-ownership of KuG for KuG to keep in safe custody accordingly. During the existence of the reservation of title, the purchaser is prohibited from pledging or assigning the goods as security. In the event of seizure, confiscation or other disposition or intervention by third parties, the to inform the KuG immediately.

3. In the event of the sale of the newly manufactured products, the buyer hereby assigns KuG its claims from the resale against the customers by way of security, without requires further explanations. KuG accepts this assignment already now. However, the assignment applies only in the amount of the KuG value of the newly manufactured goods in accordance with the with its outstanding invoices to the purchaser.

4. from the time of cessation of payment by the customer or when an application is made to open a insolvency proceedings on the assets of the customer or in the event of the rejection of such request for lack of mass, the orderer is entitled to sell the services and products delivered by KuG and the goods and has to store or mark these goods immediately in a separate place. goods and services with the indication "property of Krüger & Gothe GmbH". In addition, the buyer is obliged to retain the claims assigned to KuG from the claims assigned to KuG. credit incoming amounts to a separate account. KuG is not responsible for serious doubts about the solvency of the customer or in case of default of payment as well as in case of Application of the customer for the opening of insolvency proceedings on his assets or in the case of rejection of such an application due to lack of assets, the delivered services and goods to be returned and collected immediately.

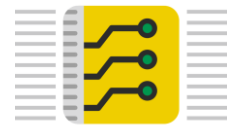
VI. material disposition / material procurement KuG

1. KuG is basically responsible for the procurement and stocking of all necessary production materials, unless the orderer provides the material himself or gives KuG the right to use it. corresponding specifications for procurement. In the case of possible short term necessary procurement of materials due to excessively short delivery periods caused by the customer, the customer shall bear the costs of buyer, KuG, additional costs arising from this procurement. Material stocks, which are technical changes or by specifications of the customer after the order has been placed or after the conclusion of the delivery contract, the buyer must pay KuG for the delivery of the goods against Invoice to acquire or KuG as compensation for the value.

2. in the event of a cancellation or reduction of the scope of the order in the wake of an order placed by order placed with KuG or in the follow-up to a concluded contract, the orderer is The buyer is obliged to keep the goods already stored at KuG (raw material, finished products, unfinished services, goods in current assets, etc.) or with an obligation to take delivery at subcontractors of KuG already ordered goods against invoice of KuG. At The prices agreed upon with KuG apply to finished products. For raw material/unfinished services and the goods ordered from subcontractors, the prices set by KuG apply taking into account the expenses already incurred and the pro rata allocable Overhead costs.

3. even in case of individual orders, the material is procured by KuG at the beginning of production, unless because, the orderer is responsible for the provision. For framework agreements the materials are procured in

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accordance with the agreements specified there. The customer shall KuG each month continuously (with a lead time of at least 6 months) a preview "Forecast which is used for production planning and has the character of a binding order. KuG is thus with outline agreements are only obliged to procure material/stocking if it has scheduled order call-offs, previews/forecasts, or with the customer agreed upon materialization releases. For open framework agreements without binding monthly Call-offs/binding "Forecast's" are KuG only for stocking up to the amount of one month (planned total number of units for the year ./ 12 months) and has no further obligations Obligation to materialize to a greater extent.

4. in the case of the agreed provision of materials, the customer is obliged to provide the material in good time before start of production and on the basis of the production times of KuG to be delivered to KuG. The Material provided by the customer is then taken over into the KuG warehouse, specially marked and there like KuG's own material and subjected to inventory. The costs for the Provision storage and handling are included in the production costs. The orderer is obligated to deliver the material provided in the same quality as that of KuG Calculated, ordered and used material. If the customer does not meet this obligation KuG will notify the buyer immediately after detection of the deficiency. The orderer is then obliged to provide quality material immediately and KuG is obliged to pay all costs which are caused by this delay or which are caused by additional expenditure in the production process arise. Even without a separate written notification, the obligation shall not apply in such a case by KuG to meet promised production and delivery dates.

VII. Logistics

1. For selected components the orderer can set up a customer warehouse at KuG or at his own premises. KuG must inform the purchaser about withdrawals from the customer's warehouse on a monthly basis. On this basis the orderer will then invoice KuG for the material taken.

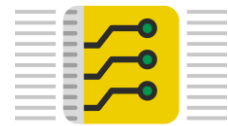
2. Upon request of the orderer KuG is also prepared, in case of the expiry of a raw material delivery (discontinuation of material by subcontractors) a so-called "last call order and to stock up with appropriate material and to store it in a customer warehouse into the system. The orderer is obligated to bring in this material acquired by KuG against invoice to be paid after the receipt of goods at KuG.

VIII. Order Cancellation

1. in case of possible cancellation of orders, non-acceptance of goods and services despite existing orders/contracts/forecasts from individual orders or framework contracts or the reduction of quantities purchased or in the event of termination of the business relationship with the customer (e.g. in case of termination of the business relationship by KuG by an important reason lying with the orderer or in case of the application of the insolvency over the assets of the orderer, etc.), the orderer is obligated to transfer to KuG stocked goods and stocks (raw material, current stock, finished goods and released orders with subcontractors) immediately from KuG against invoice. For finished products, the agreed selling price is calculated for raw material, finished and unfinished products as well as triggered orders with subcontractors are the goods and services provided by KuG purchase or production prices (with the overhead surcharges for overhead costs, other expenses, etc.). Invoices issued in this way shall be payable within 14 days without deduction due and payable.

2. If the orderer postpones binding acceptance dates, KuG is entitled to the orderer Financing costs of 0.8 % per month starting from the 1st day of delay at calculate.

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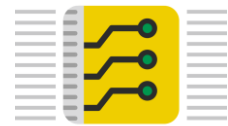
IX. Delivery terms / Transfer of risk

1. The customer bears the risk of accidental loss as well as the risk of total or partial loss of the damage to the goods from the place of performance. This shall also apply in the event that the goods are dispatched to a place other than the place of performance.
2. The observance of delivery periods by KuG requires the timely receipt of all goods and services provided by KuG. customer to documents to be supplied, in particular plans, approvals and releases, as well as the Compliance with the agreed terms of payment and other conditions to be determined by the customer preparatory and participatory actions.
3. KuG is entitled to suspend deliveries until the complete settlement of claims against the the buyer in whole or in part, without this constituting a delay in delivery by KuG is justified.
4. Should KuG be in default with a contractually agreed delivery through its own fault the orderer is entitled to claim from KuG for every further full week of delay, starting from the 4th week of week, to demand compensation for delay up to 0.5%, but not more than 5% of the order or Polling value.

X. Material defects / warranty / claims for damages

1. KuG is only liable for defects of the goods manufactured by it and for the goods performed by KuG value-added steps according to these GTC, whereby typical wear and tear is not a defect. represents. KuG provides a warranty for defects of the goods in accordance with the legal requirements. regulations, unless otherwise specified below. Normal, typical use Wear and tear as well as premature wear and tear due to untypical use - such as under unusually increased stress - no deficiency.
2. every customer is obliged to describe possible defects in detail. If the customer this obligation, KuG is not liable for damages caused by the consequences of the inadequate documentation, delayed processing of defects may result. Each customer must carefully inspect the goods for transport damage in good time before acceptance/receipt. immediately, to object to them immediately, to indicate them in full on the receipt etc. and to to have it confirmed in writing. If the customer does not comply with this obligation to test and notify, all claims of the orderer against KuG in connection with this contract are void. Damage in transit. Each orderer is obligated to immediately after receipt of the goods of KuG by controls (on basis of the testing technology to be used in accordance with the state of the art) to the correct quantities, type and quality check. Obvious defects and shortfalls must be reported within 3 working days at the latest receipt of the goods in writing to KuG. Each orderer must also notify KuG in writing even in the case of non-obvious Defects KuG within one week after the state of the goods contrary to the contract is determined the KuG in writing. If the orderer does not comply with this obligation of inspection and all possible claims of the orderer against KuG are also omitted here in the event of a connection with these shortcomings.
3. the liability of KuG for so-called assured characteristics or for from it taken over Guarantees are only valid if KuG has given the orderer a written confirmation in advance of the has confirmed such warranted characteristics or assumed guarantees.
- 4 Any warranty of KuG is conclusively limited to the period of 12 months, starting from the date of time of delivery of the respective goods and services, limited. Any deviation therefrom must be in writing to be effective.

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5. In the case of possible defects, KuG's liability is limited to rectification of defects or Subsequent delivery conclusively limited. Further liability and compensation claims against KuG can only be claimed if the buyer KuG intentionally or grossly proof of negligent behaviour.

6. KuG assumes no liability for the electronic functionality of modules / products, unless the buyer has bindingly ordered corresponding electrical tests from KuG. Due to the mass character of the goods produced by KuG, KuG is committed to avoid disproportionately high costs, the right, instead of remedying the defect within a reasonable period of time period (at least 30 days) to carry out the warranty by subsequent delivery, whereby the customer already now accepts possible longer subsequent delivery periods (availability of goods). Decides in the event of a possible failure of the subsequent performance due to a defect, the customer shall be liable for the If the customer withdraws from the contract, he is not entitled to any additional compensation.

7. if KuG is unable to fulfil its contractual obligation for a reason for which it is responsible impossible, the customer is entitled to demand compensation, whereby this The customer's claim for damages shall be limited to 10 % of the value of that part of the delivery / contractual obligation, which due to the impossibility cannot be fulfilled in a reasonable manner. can be put into operation. The right of the customer to withdraw from the contract remains untouched.

8. Possible claims from the product liability law against KuG are not covered by these GTC. excluded.

XI. Industrial property rights

The orderer is obligated to keep the products ordered by him from KuG for production free of rights of third parties. Already now the orderer releases KuG from all claims of such third parties.

Third parties plus necessary legal costs due to the possible infringement of industrial property rights by the customer.

XII. Prohibition of assignment

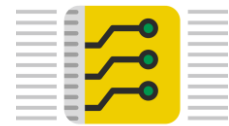
The buyer may only exercise rights and obligations arising from the following with the prior written release by KuG contracts and orders with KuG to third parties. In the case of an order not released by KuG assignment by the buyer, KuG is entitled to terminate the contract without notice for good cause. or cancel the order, in each case with the right to assert the claims of the customer resulting additional costs and damages.

XIII. Secrecy

1. KuG and the respective orderer will use the respective provided and specially marked documents, knowledge and information during and after business relations Keep this procedure secret for at least another year. Any documents, knowledge and Information may only be used with the express written consent of the other Party be published or passed on to third parties. Excluded from this are documents and Information to suppliers, which form the basis for material orders from KuG. KuG and the the respective orderers will impose these obligations on their employees and suppliers. According to Termination of the business relationship, the documents provided by each party can be be reclaimed.

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2. the obligation to maintain secrecy shall not apply to data or other information which is transfer were already known, for example by means of generally accessible or legal means. The burden of proof for access to such information outside the handover by the other party, shall be borne by the Party invoking such other access.

XIV. Compliance with Sanctions

1. Compliance with Sanctions

The contracting party confirms that all goods, services, and technologies provided under this agreement comply with applicable EU sanctions and regulations against Russia, specifically Regulation (EU) No. 833/2014. The contracting party assures that no products, technologies, or services are provided that violate the prohibitions of this regulation, particularly:

- arms and dual-use goods for military or civilian use, provided such goods do not originate from Russia,
- energy-related goods for the Russian energy industry, provided they do not originate from Russia,
- services in auditing, tax consulting, and business consulting that could support Russian enterprises,
- investments or financing benefiting the Russian economy, as specified in Article 3g.

2. Documentation Obligations

The contracting party will take all necessary measures to document compliance with sanctions and ensure that all required permits and licenses are in place. If any service is affected by sanctions, the contracting party must inform the buyer immediately. The contractual relationship remains unaffected; however, any claims for damages are reserved.

3. Liability and Compensation

In the event of a violation of the above provisions, the contracting party is fully liable and obligated to compensate for any resulting damages.

XV. Place of performance, jurisdiction, applicable law and miscellaneous

1. place of performance and exclusive place of jurisdiction for deliveries and payments, as well as all between KuG and the respective orderer resulting from the disputes between them concluded contracts, is the registered office of KuG. The relations between the The parties to the contract shall exclusively regulate themselves according to the regulations valid in the Federal law under exclusion of the validity of UN sales law.

2. if a regulation of these general terms and conditions is or becomes invalid or unenforceable, this shall not affect the validity of the remaining does not affect the validity of the remaining GTC. In such a case KuG will replace an ineffective regulation as well as to replace a possible regulatory gap with a new regulation that meets the intended comes closest to the economic purpose.

3. for matters not or not completely regulated in these GTC, the General Terms and Conditions of Delivery for Products and Services of the Electrical Industry (ZVEI) in ist respectively valid version. If further agreements exist between KuG and the respective orderer agreements, the following descending order shall apply

- Individual, written agreements (such as delivery confirmations)
- Supply contract with KuG and the orderer
- These general terms and conditions of KuG (AGB)
- General Conditions of Delivery for Products and Services of the Electronics Industry (ZVEI) together with Supplement retention of title.

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