

## General Terms and Conditions of Sale, Delivery and Service

### 1. Scope

- (1) These General Terms and Conditions of Sale, Delivery and Service (hereinafter referred to as "**GTC**") apply to all contracts, in particular sales, service and maintenance contracts between Komori Germany GmbH (hereinafter referred to as "**KOMORI**", "**we**" or "**us**") and its customers (hereinafter referred to as "**Customers**"), unless otherwise expressly agreed in writing. They also apply to future business relationships between the parties, even if they are not expressly incorporated by reference in each individual case. The version of these GTC valid at the time of conclusion of the contract is decisive.
- (2) Our product and service offers are aimed exclusively at entrepreneurs within the meaning of Sec. 14 German Civil Code (*Bürgerliches Gesetzbuch*, hereinafter referred to as "**BGB**").
- (3) These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and to the extent KOMORI has expressly agreed to their applicability in writing. These GTC shall also apply if KOMORI carries out the delivery or service to the Customer without reservation in knowledge of the Customer's general terms and conditions.
- (4) Individual agreements concluded with the Customer in individual cases (including collateral agreements, supplements or amendments) and the information contained in the order confirmation shall in any case take precedence over these GTC (Sec. 305b BGB).
- (5) References to the statutory provisions are only of clarifying nature. Even without such clarification, the statutory provisions apply, unless they are directly amended or expressly excluded in these GTC and can be amended or excluded by law.

### 2. Form Requirements

Legally relevant declarations and notifications of the Customer in relation to the contract (e.g. setting a deadline, notification of defects, cancellation or reduction) must be made in writing, i.e. in written or text form (e.g. letter or e-mail) in order to be valid. Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

### 3. Offer and Conclusion of Contract

- (1) The offers and price quotations of KOMORI are subject to change and non-binding. The Customer's order is deemed to be a binding contractual offer.
- (2) Unless otherwise agreed, a contract is concluded by a corresponding order confirmation of KOMORI or, in individual cases, with the conclusion of a written contract. In case of orders placed by telephone, KOMORI either sends a non-binding offer in accordance with Clause 3 (1) or an order confirmation to the Customer.
- (3) Price quotations are not binding for KOMORI unless they have been confirmed as binding in writing or text form. Price quotations will be invoiced to the Customer if they do not lead to the placing of an order. The amount of remuneration shall be agreed in writing or in text form before a price quotation is prepared.
- (4) KOMORI only provides a guarantee if this has been expressly agreed in the contract.
- (5) The information contained in the order confirmation together with any amendments thereto shall be conclusive for the determination of the scope of performance owed by KOMORI.

### 4. Delivery of Goods, Transfer of Risk, Delay

- (1) Unless otherwise agreed, KOMORI is entitled to determine the type of transport (in particular the transport company and the packaging). Non-returnable packing and transportation materials shall be disposed of by the Customer at its own costs and expenses; deposits for any returnable materials shall only be refunded upon undamaged return to KOMORI.

- (2) Unless otherwise agreed, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the time the goods are handed over to the Customer.
- (3) However, in the case of sales including shipment to the Customer (*Versendungskauf*), the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon delivery of the goods to the forwarding agent, carrier or other person designated to carry out the shipment.
- (4) If a formal acceptance procedure has been agreed, signature of the Protocol or deemed acceptance is decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance.
- (5) If the Customer is in default of acceptance, risk shall pass to the Customer upon the occurrence of the default of acceptance.
- (6) If the Customer is in default of acceptance or if the delivery is delayed for other reasons for which the Customer is responsible (e.g. if the Customer fails to comply with its contractual cooperation obligations), KOMORI is entitled to charge a lump sum compensation amounting to 0.5 % of the net order value per calendar week, beginning with the occurrence of the default of acceptance. The compensation is limited to a maximum of 5 % of the net order value. Further statutory rights remain unaffected. The amount of lump sum compensation is to be offset against further claims for compensation. The Customer shall be entitled to prove that we have not suffered any damage or only considerably lower damage; we shall be entitled to prove that we have incurred higher damage.
- (7) Partial delivery is permissible except if it is not reasonable for the Customer.
- (8) KOMORI will provide cargo insurance only at the Customer's request and at the Customer's costs and expenses.

## **5. Cross-Border Delivery and Services**

- (1) Unless agreed otherwise, in the case of cross-border deliveries or services, the Customer must make all declarations to the responsible authorities and take all actions necessary for export from Germany and import into the destination country in due time, procure the documents required for customs clearance and comply with the requirements of any export controls or other restrictions on marketability.
- (2) The deliveries and services are subject to the reservation that there are no obstacles to fulfilment due to any applicable national or international laws and regulations, in particular export control and sanctions laws and regulations. KOMORI is entitled to suspend performance and, if necessary, to rescind the contract if required authorizations, licenses or approvals are not granted, are revoked or cannot be obtained within a reasonable time, or if the Customer breaches applicable export control or sanctions laws and regulations.
- (3) Delays due to export controls (for reasons not attributable to KOMORI) extend delivery times accordingly; any delivery or performance dates are postponed accordingly.

## **6. Delivery Date**

- (1) All deadlines stated for the delivery of the goods or provision of the services are non-binding unless they are expressly designated as binding. This also applies to approximate delivery dates. Confirmed orders and delivery dates are in all cases subject to correct and timely self-supply of KOMORI by its own suppliers.
- (2) The delivery period shall not begin to run before the Customer has fulfilled all agreed obligations to cooperate, including those set out in Clause 5; a delivery period is deemed to have been met if the goods are ready for shipment within this period and the Customer has been notified accordingly.

## **7. Force Majeure**

- (1) KOMORI shall not be liable for any failure or delay in performing its obligations to the extent caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil commotion, governmental acts, embargoes or sanctions, epidemics and pandemics, natural disasters, widespread supply chain disruption, industrial disputes not attributable to KOMORI, power or internet outages, or export control restrictions ("**Force Majeure**").
- (2) KOMORI will notify the Customer without undue delay of any event of Force Majeure and its expected duration. Contractual deadlines shall be extended by the duration of the Force Majeure event and reasonable restart times. If Force Majeure persists for more than sixty (60) days, either party may rescind the affected part of the contract by written notice. Payments for goods/services already delivered or performed remain due; any advance payments for undelivered goods/services will be refunded or, at KOMORI's discretion, credited against future deliveries.

**8. Delivery of Software**

- (1) If the goods contain electronic equipment, KOMORI grants the Customer a non-transferable, non-sublicensable and non-exclusive right of use to the associated software. This right of use entitles the Customer solely to use the software on and for the operation of the electronic equipment of the goods in accordance with the terms of use. The Customer has no right to distribute, reproduce or process the software.
- (2) If the Customer resells the goods to a third party, the transfer of the software together with the goods is permitted if the Customer permanently ceases its own use, deletes all copies (including backup copies) and contractually obliges the purchaser to observe the rights of KOMORI in the software and comply with the terms of use.

**9. Retention of Title**

- (1) Until complete and unconditional payment of the purchase price by the Customer to KOMORI, the goods remain the property of KOMORI. In addition, the retention of title to the goods continues to exist until all claims arising from the business relationship with the Customer have been settled.
- (2) The goods subject to retention of title may neither be pledged to third parties nor assigned as security before the secured claims have been paid in full. The Customer must inform KOMORI immediately in writing if an application is made for the opening of insolvency proceedings or if third parties seize the goods belonging to KOMORI.
- (3) The Customer must protect the goods against any unauthorized access by third parties at its own expense and notify KOMORI immediately in writing of any impending access, including access to the Customer's premises. The Customer must notify third parties of the ownership of KOMORI. A change of location of the goods requires the prior written consent of KOMORI and may only be carried out by employees of KOMORI or third parties acting on behalf of KOMORI. If a change of location is regularly necessary before the transfer of ownership, the prior written consent of KOMORI must be obtained. The Customer must keep the goods in perfect condition. Furthermore, the Customer must sufficiently insure the goods at its own expense for the benefit of KOMORI against damage in transit, installation, machine breakage, natural hazards, fire, burglary and tap water and provide KOMORI with evidence of the insurance and premium payment without undue delay upon request. The Customer will (i) allow KOMORI or third parties acting on behalf of KOMORI to inspect the goods upon prior notice during normal business hours and for this purpose to enter the Customer's premises, and (ii) undertake to provide assistance, if necessary, without claiming compensation. The Customer will store the goods of KOMORI free of charge.
- (4) If the purchase price is financed by a third party (in particular by means of a financial purchase agreement), the reservation of title remains agreed and the rights arising from the contract remain in force until KOMORI has received full payment for the delivery.
- (5) In case the Customer does not comply with its contractual obligations, in particular non-payment of the due purchase price, KOMORI is entitled to rescind the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the reservation of title. If the Customer does not pay the purchase price due, KOMORI may only assert these rights if the Customer has previously been unsuccessfully set a reasonable deadline for payment or such setting of a deadline is dispensable according to statutory provisions.
- (6) Subject to revocation as provided in Clause 9 (6) lit. c) below, the Customer is authorized to resell the goods subject to retention of title in the ordinary course of business; with regard to consumables, wear and tear parts and other parts, the Customer is also authorized to process, mix or combine them in the ordinary course of business. The following provisions shall apply in addition:
  - a. Insofar as the goods are consumables, wear and tear parts or other parts, the retention of title extends to the products resulting from the processing, mixing or combination of such goods at their full value, whereby KOMORI is deemed to be the manufacturer. If in the case of processing, mixing or combining with goods of third parties their right of ownership remains, KOMORI acquires co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the product created shall be subject to the same provisions as the goods that are subject to retention of title.
  - b. The Customer hereby assigns to KOMORI by way of security all claims against third parties arising from the resale of the goods or products, either in full or in the amount of our possible co-ownership share in accordance with Clause 9 (6) lit. a). KOMORI hereby accepts the assignment. The obligations of the Customer mentioned in Clause 9 (2) also apply in consideration of the assigned claims.

- c. In addition to KOMORI, the Customer remains authorized to collect the claim. KOMORI undertakes not to collect the claim as long as the Customer fulfils its payment obligations towards KOMORI, there is no lack of its ability to perform and KOMORI does not assert the retention of title by exercising a right according to Clause 9 (5). However, if this is the case, KOMORI can demand that the Customer informs KOMORI of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case KOMORI is entitled to revoke the authority of the Customer to further sell and, where applicable, process the goods subject to retention of title.
- d. KOMORI releases the title to the goods at the request of the Customer to the extent that KOMORI's interest in security ceases to exist. The interest in security will cease to exist to the extent that the realizable value of the goods permanently exceeds the cover limit of 110 % of the secured claim. It is presumed that the cover limit is reached if the expert estimate of the goods at the time of the request for release corresponds to 150 % of the secured claim. The proof of another realizable value of the goods remains possible.

## **10. Prices, Terms of Payment, Default in Payment**

- (1) Deliveries are made at the prices stated in the order confirmation and otherwise at the prices stated in KOMORI's current price list. Unless otherwise agreed, all prices are "ex works" (place of delivery location; or, for spare and wear parts, place of KOMORI's distribution center) (Incoterms 2020). Unless otherwise agreed, all prices are quoted in euro and do not include packaging, transport, insurance, installation and instruction costs, as well as all state and official taxes and duties including copyright fees and customs duties. If, after the conclusion of the contract, there is any increase in the above-mentioned costs and fees, which in such a case are payable by KOMORI in accordance with the contract, or if KOMORI incurs, or is charged any new or additional costs or payments in respect of the goods or services, the amount of the documented, order-specific increase in costs actually incurred by KOMORI and beyond KOMORI's reasonable control, shall be borne by the Customer, who shall immediately reimburse the additional amount to KOMORI. Upon request, KOMORI will provide reasonable evidence of such increase.
- (2) Unless otherwise agreed, payments are to be made to KOMORI by wire transfer and without any deduction as stated in the invoice. Instalments and payments by letter of credit are only permitted if they have been expressly granted in the order confirmation. If payment under the contract is made by letter of credit, the Customer shall immediately after conclusion of the contract establish an irrevocable and confirmed letter of credit in KOMORI's favor, negotiable by sight draft, from a major international bank pre-approved by KOMORI with a validity period of at least twenty (20) days longer than the last day of the respective shipment or delivery. This letter of credit must be drawn up in a form and under conditions reasonably satisfactory to KOMORI and must expressly permit partial delivery and authorize reimbursement to KOMORI of any amount paid in advance by KOMORI for consular invoices, inspection fees and other expenses to be borne by the Customer.
- (3) The Customer shall be in default if the Customer does not pay within fourteen (14) days of receipt of the respective invoices without the need for a separate reminder. In this case, interest in arrears shall be owed in accordance with the statutory provisions. KOMORI reserves the right to assert further claims caused by default.
- (4) If the Customer is in default of payment, KOMORI is entitled, notwithstanding Clause 10 (3), at its own discretion, to hold back further software updates or to suspend access to or deactivate software components and/or remote services of the goods (to the extent legally permissible, proportionate and without affecting safety-critical functions), but not to prevent the further use of the goods as a whole, or to rescind from the contract. Such measures presuppose prior written warning and that a reasonable grace period for payment has expired without success.
- (5) If the Customer has been granted payment by instalments, KOMORI is entitled to claim immediate payment of the entire remaining purchase price if the Customer is in default with at least two (2) successive payments.
- (6) The maturity of the purchase price is not affected by the assertion of claims for defects, product liability or other claims. The Customer can only assert a right of retention if his counterclaim is based on the same contractual relationship and is undisputed or has been finally adjudicated.

## **11. Claims for Defects, Inspection of Goods**

- (1) The Customer's rights in case of defects require that he has inspected the goods immediately upon delivery and has notified KOMORI in writing of any obvious defects without undue delay. Hidden defects

must be notified to KOMORI in writing immediately after discovery. The Customer must describe the defects in writing when notifying KOMORI.

- (2) In case of a defect KOMORI shall at its own discretion carry out subsequent performance by either remedying the defect (repair) or by delivering a faultless product (replacement). The Customer shall give KOMORI the necessary reasonable time and opportunity to carry out subsequent performance. In case of subsequent performance, KOMORI shall be obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, if a defect actually exists. Otherwise, KOMORI may demand reimbursement from the Customer for the costs incurred as a result of the unjustified request to remedy the defect if the Customer knew or should have known that no defect actually existed. Personnel and material costs which the Customer claims in this connection are to be charged to the Customer on a cost price basis. Replaced products become the property of KOMORI and are to be returned to KOMORI.
- (3) If KOMORI is unwilling or unable to provide subsequent performance, the Customer may, at its own discretion and without prejudice to any claims for damages or reimbursement of expenses, rescind the contract or reduce the purchase price in accordance with the statutory provisions. The same applies if the subsequent performance fails, is unreasonable to the Customer or is delayed beyond reasonable deadlines for reasons for which KOMORI is responsible.
- (4) KOMORI does not assume any guarantees, in particular no quality or durability guarantees, unless otherwise agreed in writing in individual cases.
- (5) The Customer's claims for reimbursement of expenses instead of damages in lieu of performance are excluded, unless the expenses would also have been incurred by a reasonable third party.
- (6) Claims for defects are excluded:
  - a. For used machines or other used goods, unless liability for defects is expressly agreed.
  - b. For consumption and wear and tear of materials and parts that are subject to unavoidable and regular wear and tear due to their nature.
  - c. If and to the extent that a defect is caused (i) by the Customer's failure to comply with the technical conditions specified in the documentation and supplementary documentation to the goods, or (ii) by improper use, installation, or operation of the goods by the Customer. This applies in particular if additives other than those recommended by the manufacturer, such as lubricants, greases and oils, are used or if changes of any kind or repairs to the goods have been carried out by persons not authorized by KOMORI and the damage incurred is attributable thereto.
  - d. If and insofar as a defect is caused by the Customer's failure to carry out the prescribed maintenance and care work or have it carried out in accordance with the operating manuals to the goods.
  - e. If and insofar as the goods may not be imported into the country of destination or operated there due to applicable laws and regulations or a decision of competent authority. Newly manufactured goods comply with the technical and statutory regulations concerning operational safety or accident prevention in the country where KOMORI has its registered office. In addition, the Customer is obliged to check before placing the order whether the goods can be imported into the country of its choice and operated there.

## **12. Product Liability**

In the event the Customer sells or otherwise disposes of the goods delivered by KOMORI (whether unchanged or after processing, transformation, amalgamation, mixture, or combination with other products), the Customer shall, indemnify, defend, and hold harmless KOMORI from any third-party product liability claims if and to the extent the Customer would also be liable to the third party for the defect giving rise to such liability.

## **13. Limitation of Liability**

- (1) Unless otherwise provided in these GTC, KOMORI shall be liable in accordance with the statutory provisions in the event of a breach of contractual and/or non-contractual obligations.
- (2) Notwithstanding the foregoing, KOMORI's liability shall be limited as follows:
  - a. KOMORI shall not be liable for damages resulting from a breach of a non-material contractual obligation,
  - b. for damages resulting from a breach of a material contractual obligation (obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely), KOMORI's liability is limited to the amount of the damage typically foreseeable for contracts of such kind.



- (3) The limitations of liability set out in Clause 13 (2) also apply in favor of third parties for whose fault KOMORI is responsible according to the statutory provisions.
- (4) The limitations of liability set out in Clause 13 (2) do not apply (i) insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been given, (ii) to liability for willful acts or gross negligence, (iii) to KOMORI's liability for personal injury or death, and (iv) if and to the extent KOMORI's liability is mandatory and cannot be limited or disclaimed by the parties in advance (e.g. under the German Product Liability Act).

#### **14. Installation, Training**

- (1) If installation forms part of the contract, the Customer shall pay for the labor and travel time of KOMORI's technicians or other personnel at KOMORI's applicable rates, plus any additional costs, unless otherwise agreed in writing. If, upon arrival, work cannot commence or must be interrupted due to incomplete preparatory work or for any other reason not attributable to KOMORI, the Customer shall bear all resulting additional costs. If work must be performed outside normal business hours, the Customer shall also bear the resulting additional costs.
- (2) Before instructing KOMORI to remove or install machinery, the Customer shall obtain advice from a qualified surveyor. KOMORI has no obligation to verify this and may assume such advice has been obtained and that the premises are suitable. KOMORI is not liable for loss or damage caused by defective, weak, or otherwise unsuitable floors, staircases, or any other parts of any building in or from which goods are delivered or installed, or in or from which machinery is moved.
- (3) If installation forms part of the contract, it shall take place on the ground floor of the Customer's premises, with clear access for the necessary equipment, unless otherwise agreed in writing.
- (4) If installation forms part of the contract, the Customer shall, at its own cost and responsibility, provide the utility supply at the installation site (including heating, wiring, compressed air), any required foundation, all necessary construction works (e.g., cutting, breaking, bricklaying), hoists, transport means and other tools to bring the goods to their place of installation, and any other assistance required (e.g., carrying, cleaning). If the Customer fails to do so, KOMORI may procure these services, and the Customer shall pay all related costs and fees.
- (5) If KOMORI provides training (at KOMORI's premises or at the Customer's premises), KOMORI shall supply a skilled instructor familiar with the machine's design and operation to assist and advise the Customer's skilled operators for a period in line with KOMORI's standards. All costs and expenses related to such training incurred by KOMORI or the Customer shall be borne by the Customer. The Customer is responsible for site safety and for injuries and for damage to or theft of tools and other equipment used by KOMORI's employees.

#### **15. Limitation Period**

- (1) Unless longer limitation periods are prescribed by law, the period of limitation for claims of defects shall end twelve (12) months after the transfer of risk. To the extent permitted by law, the limitation period shall not be renewed or extended by subsequent performance. Warranty claims for service parts installed in the course of subsequent performance shall become statute-barred at the latest twelve (12) months after the transfer of risk.
- (2) The aforementioned limitation periods of the law on the sale of goods shall also apply to contractual and non-contractual claims for damages of the Customer which are based on a defect of the goods, unless the application of the regular statutory limitation period (Sec. 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, the statutory limitation periods apply to claims for damages based on intent, gross negligence, personal injury or death, or fraudulent concealment.

#### **16. Repair and Maintenance Services**

- (1) KOMORI reserves the right to decide at its reasonable discretion whether the services will be provided on-site, remote or in KOMORI's workshop. Unless otherwise agreed, transport costs (including any shipping of parts or equipment to and from KOMORI's workshop) will be borne by the Customer.
- (2) KOMORI's invoices for repair and maintenance services are based on the service reports to be signed by the Customer on site or, depending on the circumstances, on the respective reports of KOMORI's repair workshop. Costs for parts, materials and travel/accommodation of KOMORI's personnel will be additionally invoiced based on KOMORI's price list applicable at the time the service order is placed.

#### **17. Acceptance of Work**

- (1) Work produced by KOMORI in accordance with the contract is generally subject to written acceptance by the Customer, i.e. signing of the service report and/or acceptance protocol (the "**Protocol**").

KOMORI can demand partial acceptance of delimitable and economically independent parts. In this case, the last partial acceptance is considered as the final acceptance of the work.

- (2) As soon as the work or parts thereof have been completed, KOMORI will submit the respective Protocol to the Customer. The Customer undertakes to declare acceptance in accordance with Clause 17 (1) immediately, but no later than one (1) week after receipt of the Protocol, or refuse acceptance with justification, specifying at least one defect. Acceptance may not be refused due to immaterial defects. Immaterial defects may be noted in the Protocol if necessary and corrected in accordance with the Customer's statutory warranty rights. In case of material defects, the Customer may refuse acceptance and set KOMORI a reasonable deadline for subsequent performance, after which a new acceptance will take place.
- (3) Acceptance (including partial acceptance) shall be deemed to have been declared, if (i) KOMORI has completed the work and set a reasonable period for acceptance and the Customer has not refused acceptance within that period, specifying at least one defect, or (ii) if the Customer refuses acceptance without sufficient justification.

### **18. Health and Safety Regulations**

- (1) The Customer shall ensure that all safety devices on the goods are present, connected, and fully operational at all times.
- (2) The Customer shall ensure that all applicable health and safety rules (those required by law and those provided by KOMORI or the manufacturer) are observed whenever work is carried out with, on, or near the goods.
- (3) Upon KOMORI's request, the customer shall provide evidence of compliance with the foregoing.

### **19. Assignment**

The assignment of the rights and/or the transfer of the obligations of the Customer under the contract require the prior written consent of KOMORI. KOMORI may grant or refuse consent at its own reasonable discretion. Sec. 354a German Commercial Code (*Handelsgesetzbuch*) remains unaffected.

### **20. Remote Maintenance**

Insofar as the order includes a connection of the goods to our remote maintenance system and the Customer activates remote maintenance there, data will be regularly transmitted by the Customer, which will be used by KOMORI for problem analysis and fault diagnosis in case of malfunction, for continuous quality improvement of the goods and for purposes of Customer relationship management as well as for other purposes such as benchmarking and consulting services for third parties using only anonymized or aggregated data. The Customer remains responsible for providing and maintaining suitable network connectivity, power supply and site infrastructure necessary for remote diagnostics and support. The data in question are primarily machine- and device-specific technical data, e.g. software status, totalizer status, licences, press configuration and technical job data, e.g. paper format, production times and speeds, and the number of waste sheets. Business management job data and personal data are not transmitted by remote maintenance. KOMORI is entitled to pass on the data to third parties in anonymized or aggregated form. With the order of the goods the Customer expressly agrees to the above-described collection, transmission, storage and use of the data by KOMORI.

### **21. Intellectual Property Rights**

- (1) KOMORI is not responsible to the Customer for alleged infringements of patent, utility model, design, trademark, copyright or other industrial or intellectual property rights (the "**Intellectual Property Rights**") in connection with the contractual goods or services, unless KOMORI is guilty of intent, gross negligence or breach of main contractual obligations. In the event the contractual goods or services infringe third-party Intellectual Property Rights, KOMORI shall use reasonable efforts to (i) obtain permission to use the goods from the rights holder, (ii) modify or replace the goods or services so that they no longer infringe third-party Intellectual Property Rights, or (iii) if this is not reasonably possible, allow the Customer to rescind the contract or reduce the purchase price.
- (2) If and insofar as KOMORI owns Intellectual Property Rights in the contractual goods or services, acquires them in the course of the execution of the contract or licenses them in from third parties for the performance of its contractual obligations, these Intellectual Property Rights remain vested with KOMORI or the third party and only contractual rights of use are granted to the Customer. Such rights of use are non-transferable, non-sublicensable and non-exclusive.

- (3) KOMORI is not liable for the protectability or the existence of the Intellectual Property Rights of the contractual goods or services.
- (4) KOMORI assures that it is not aware of any third-party Intellectual Property Rights in the contractual goods or services at the time of conclusion of the contract. KOMORI does not assume any warranty that the contractual goods or services are free from the Intellectual Property Rights of third parties.

## **22. Compliance**

The Customer is obliged to take necessary and appropriate measures to prevent corruption. In particular, the Customer undertakes not to offer, promise or grant, or offer, promise or allow to be granted, any benefits or other advantages (e.g. money, gifts of monetary value and invitations which do not have a predominantly operational character, such as sports events, concerts, cultural events) to employees and/or members of the executive bodies of KOMORI and shall comply with all applicable anti-corruption laws. This obligation applies to the Customer's employees, directors and any third parties acting on the Customer's behalf or under its control.

## **23. Cancellation**

If KOMORI agrees to the Customer's request for cancellation of a contract already concluded without any legal or contractual obligation to do so, KOMORI can demand as a minimum compensation a lump sum compensation of 10 % of the purchase price plus any applicable value added tax for the costs already incurred in processing the order. This Clause 23 does not grant the Customer a contractual right to cancel the contract.

## **24. Data Protection, Confidentiality**

- (1) Personal data provided in the context of the conclusion of the contract, in particular name, address, telephone number, bank data, which are necessary and required solely for the purpose of the execution of the contract are collected and processed in accordance with the applicable data protection laws and regulations.
- (2) In the course of the execution of the contractual relationship, the Customer may gain access to information which is identified as being confidential at the time of disclosure or would be regarded as confidential by a reasonable business person, e.g. business and trade secrets of KOMORI ("**Confidential Information**") as well as to personal data about employees or business partners of KOMORI. The Customer will treat such Confidential Information and personal data with the utmost care and confidentiality, will use the personal data and Confidential Information only for the purpose of fulfilling the contract and will not make it available to third parties in any form or manner, either in whole or in part without KOMORI's prior written consent. When handling personal data, the Customer shall observe the applicable provisions of the General Data Protection Regulation ("**GDPR**") and the German Federal Data Protection Act ("**BDSG**") and take all necessary organizational measures to prevent unintentional alteration, destruction or disclosure of the personal data. The Customer shall ensure that personal data on data carriers is deleted before further use. KOMORI has the right to convince itself of the measures taken to ensure data security at the Customer's premises upon reasonable advance notice and during normal business hours. The Customer will impose on its employees, agents and subcontractors these obligations in respect of confidentiality and data protection by agreement and instruction and will be responsible and liable for their fulfilment.
- (3) KOMORI always retains the property rights and copyrights to price quotations, drawings and system concepts and to any documentation supplied. Any duplication or transfer to third parties is only permitted with the express written consent of KOMORI. Data carriers, documents and records, printed matter and other business papers or documents of third parties owned by KOMORI which come into the possession of the Customer during the execution of a contractual relationship as well as documents which are individually prepared for the Customer in connection with a contractual offer are to be returned to KOMORI upon request after the execution of the contract. At the request of KOMORI, the Customer is also obliged to hand over to KOMORI the relevant documents at any time, i.e. also before acceptance.
- (4) The Customer has no right of retention to the documents, data and information referred to in this Clause 24 unless the retention is required by applicable law or regulation or by order of a competent judicial, governmental, supervisory or regulatory body of competent jurisdiction.



**25. Data Access and Data Usage (EU Data Act)**

- (1) Product-related data and customer-generated data may be collected, stored and processed by KOMORI. Upon request, KOMORI shall transparently inform the Customer about the type, scope, and purpose of the collected, stored, and processed data.
- (2) The Customer is entitled to request access to the data generated or recorded in connection with the use of the products and services.
- (3) Upon written request, KOMORI is obligated to provide the data in a common and machine-readable format. Upon the Customer's request, KOMORI shall provide the data to a designated third party, provided this is technically possible and legally permissible; KOMORI may make such provision conditional upon appropriate confidentiality undertakings to protect trade secrets and security-sensitive information.
- (4) Upon receipt of an effective request for information, the data will be made available within thirty (30) days, unless a different statutory period applies.
- (5) After the termination of the contractual relationship, KOMORI is obliged, upon written request of the Customer, (i) within twenty-one (21) days, to provide a complete and readable copy of all data processed in connection with the service in a common, machine-readable format via a secure transmission method to the customer or to a third party designated by the customer and subsequently to irretrievably delete these data sets as well as all copies thereof, or (ii) to irretrievably delete all data processed in connection with the service no later than twenty-one (21) days after the end of the contract and to confirm this in writing to the Customer, unless mandatory legal retention obligations prevent this. The deletion obligations do not apply to data stored in automatically generated backup files of KOMORI, provided that such data can only be deleted with unreasonable technical efforts and is not accessible in the ordinary course of business.
- (6) The Customer may request from KOMORI written proof of the proper deletion or transfer of data in accordance with Clause 25 (5).
- (7) The data will be stored and processed by KOMORI only for as long and only for the purposes specified in the contract or as required by applicable law.
- (8) The Customer may require KOMORI to provide appropriate evidence or documentation on a reasonable scope that the agreed obligations are fulfilled. KOMORI may redact information to protect confidential and security-sensitive information.
- (9) If personal data is processed, the information obligations of the GDPR (Art. 12 - 14 GDPR) apply additionally and prevail in case of conflict.

**26. Final Provisions**

- (1) For these GTC and the contractual relationship between KOMORI and the Customer the law of the Federal Republic of Germany shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law-rules.
- (2) The exclusive place of jurisdiction for all disputes arising from or in connection with these GTC or the contractual relationship between KOMORI and the Customer is the court which is competent for the registered office of KOMORI. KOMORI is also entitled to bring an action at the place of business of the Customer and at any other legally permissible place of jurisdiction. Mandatory statutory provisions concerning exclusive places of jurisdiction remain unaffected by this provision.
- (3) Should any provision of these GTC be or become invalid or unenforceable in whole or in part, or should there be a gap in these GTC, the validity of the remaining provisions shall not be affected thereby. The invalid or void terms shall automatically be replaced by such valid terms which, as closely as possible, reflect the economic purpose of the invalid or void term originally intended by the parties.

Dated Januari 2026