General Terms and Conditions (GTC) for Deliveries and Services of NERAK GmbH Fördertechnik ("NERAK")

1. Scope of Application

1.1 These General Terms and Conditions for Deliveries and Services (the "GTC") shall apply to all contracts between NERAK and the Customer relating to the sale of machinery and plant (in particular customer-specific special-purpose machinery and turnkey system solutions), including delivery, assembly/installation, commissioning and handover thereof. They shall further apply to the provision of service and maintenance, engineering, consulting and integration services, as well as to the supply of spare parts, wear parts and, where applicable, software.

1.2 These GTC shall apply exclusively to entrepreneurs within the meaning of Section 14 Bürgerliches Gesetzbuch (German Civil Code – "BGB"), legal entities under public law or special funds under public law (hereinafter the "Customer"). Contracts with consumers within the meaning of Section 13 BGB are not concluded.

1.3 Any general terms and conditions of the Customer that conflict with or deviate from these GTC are hereby expressly rejected. They shall become part of the contract only if NERAK expressly agrees to their applicability in writing. This shall also apply if NERAK, being aware of conflicting or deviating terms and conditions of the Customer, performs deliveries or services without reservation.

1.4 The version of these GTC current at the relevant time shall also apply to all future contracts with the same Customer, without NERAK having to refer to them again.

2. Conclusion of Contract

2.1 Offers made by NERAK are non-binding and without obligation, unless they are expressly designated as binding or contain a specific period for acceptance.

2.2 The Customer's order constitutes a binding offer to conclude a contract. A contract shall only be formed when NERAK

- accepts the Customer's order by order confirmation in text form (e.g. email), or
- commences performance of the delivery or service.

2.3 The content and scope of the contract shall be determined exclusively by NERAK's order confirmation. Oral ancillary agreements, undertakings or amendments shall only be effective if confirmed by NERAK in text form.

2.4 NERAK retains all proprietary rights and copyrights in all documents made available to the Customer – in particular offers, drawings, plans, sketches, 3D models, software, technical specifications, calculations and other documentation. These documents may not, without NERAK's prior consent, be reproduced, made available to third parties or used outside the contractual purpose. At NERAK's request, they, including any copies, shall be returned if no contract is concluded or if the contractual relationship is terminated.

2.5 Technical data, illustrations, drawings, dimensions and weights contained in brochures, catalogues, data sheets or other information material are non-binding unless they are expressly designated as binding. NERAK shall be entitled to make technical modifications and further developments, provided that the functionality and the contractually agreed condition/characteristics are not materially impaired thereby.

2.6 NERAK supplies the products in accordance with the statutory provisions, harmonised EU standards and the relevant EN, DIN and VDE standards applicable at the time the contract is concluded, insofar as these are applicable to the machine supplied. Insofar as harmonised EN standards are not yet available for individual components or functions, NERAK's internal works standards as well as the generally recognised rules of engineering practice shall apply. Changes due to technical further developments shall remain permissible, provided that the contractually agreed functionality is not impaired thereby.

3. Scope of Performance and Customer's Duties to Cooperate

3.1 The scope of performance owed by NERAK shall be set out in the respective contract, the order confirmation, any performance descriptions, functional specifications (Pflichtenheft) and technical specifications.

3.2 Special-purpose machines are regularly developed, designed and manufactured by NERAK on the basis of the requirements, specifications, drawings, layouts, process descriptions, requirement specifications or other instructions provided by the Customer ("Customer Specifications"). The Customer is responsible for the correctness, completeness and suitability of these instructions for the intended purpose of use.

3.3 NERAK shall only review Customer Specifications for plausibility, but not for substantive correctness or legal admissibility, unless expressly agreed otherwise.

3.4 The Customer is obliged to provide, in due time, in full and at its own expense, all cooperation required for proper execution of the order. This includes in particular:

- timely provision of all relevant information, data, drawings, trial/test parts, customer-supplied parts and sample parts;
- timely granting/issuing of required approvals (e.g. approved drawings, software approvals);
- creation of all structural, static and technical requirements at the place of installation (e.g. foundations, media and power supply, IT infrastructure);
- compliance with all statutory, occupational health and safety, technical safety and environmental regulations applicable at the place of use.

3.5 If deliveries or services by NERAK are delayed due to insufficient or delayed cooperation by the Customer, any agreed deadlines shall be reasonably extended. NERAK is entitled to charge separately for any additional expenditure incurred as a result (e.g. waiting times, additional travels, changeover work, storage costs) at the rates applicable at the relevant time.

3.6 Changes or extensions to the scope of performance after conclusion of the contract ("Change Requests") require a separate agreement, coordinated in terms of content and price. NERAK is entitled to postpone performance of the amended scope of performance until such agreement has been reached.

3.7 Insofar as functional tests, factory acceptances or factory acceptance tests (FAT) are expressly agreed, these shall – unless otherwise stipulated – be carried out at NERAK's manufacturing site during normal working hours. NERAK shall inform the Customer in good time of the date so that the Customer can attend. If the Customer fails to attend, the test results shall be deemed accepted. If the functional tests show deviations from the contractually agreed condition/characteristics, NERAK shall remedy these within a reasonable period and – where necessary – carry out the tests again. Unless otherwise agreed, the Customer shall bear the costs of travel, accommodation and other expenses of its employees as well as all costs for extended or additional tests.

3.8 Insofar as NERAK performs installation, assembly or commissioning work, the Customer shall, at its own expense, create all technical, organisational and safety-related conditions required for the work to be carried out without delay. This includes in particular:

- provision of suitable transport, lifting and handling equipment;
- provision of scaffolding, ladders and other auxiliary equipment;
- provision of lockable rooms for tools and components;
- ensuring all necessary permits, approvals and access authorisations;
- compliance with all occupational health and safety regulations and safety provisions applicable at the place of use.

Delays, waiting times or additional efforts arising from conditions not being met shall be invoiced to the Customer by NERAK at the rates applicable at the relevant time.

4. Prices and Terms of Payment

4.1 Unless otherwise agreed, NERAK's prices are quoted in euros ex works (EXW, Incoterms® as in force at the relevant time), excluding packaging, transport, insurance, customs duties, installation, commissioning, training and other ancillary costs, in each case plus the statutory value added tax applicable in Germany.

4.2 Unless expressly agreed otherwise, the following terms of payment apply to special-purpose machinery projects:

- 30% of the total order value upon receipt of the order confirmation (down payment);
- 60% of the total order value upon notification of readiness for dispatch or pickup;
- 10% of the total order value upon acceptance, but no later than 14 days after delivery or commissioning, provided that the delay in acceptance is not attributable to NERAK.

4.3 Service, repair and maintenance services, programming and adaptation services, training and other services shall – unless expressly agreed as a lump sum – be invoiced on an effort basis on the basis of NERAK's applicable service and hourly rate lists. Travel to and from the site, travel times, expenses and accommodation costs shall be invoiced separately.

4.4 Invoices shall be due for payment without deduction within 14 days from the invoice date, unless otherwise agreed. Cash discount (Skonto) shall only be granted if expressly agreed.

4.5 If the Customer is in default of payment, NERAK is entitled to charge default interest at the statutory rate in accordance with Section 288 (2) Bürgerliches Gesetzbuch (German Civil Code – BGB), as well as to claim any further loss or damage caused by default. Furthermore, NERAK is entitled to make outstanding deliveries or services only against advance payment or the provision of adequate security and to revoke payment terms previously granted.

4.6 If, after conclusion of the contract, NERAK becomes aware of circumstances that materially impair the Customer's creditworthiness or solvency (e.g. default in payment, adverse credit information, application for the opening of insolvency proceedings), NERAK is entitled to revoke agreed payment terms, to demand advance payments or security and – in the event of non-provision despite a reasonable deadline – to withdraw from the contract.

4.7 If it becomes apparent to NERAK that the Customer will probably be unable to fulfil its contractual obligations, NERAK shall be entitled to suspend its own performance and to request adequate security. If such security is not provided within a reasonable period, NERAK shall be entitled to withdraw from the contract.

4.8 The Customer may only set off claims that are undisputed or have been finally adjudicated. The Customer shall only be entitled to a right of retention to the extent that it is based on the same contractual relationship and the underlying counterclaim is undisputed or has been finally adjudicated.

4.9 All customs duties, import duties, export duties, value added taxes, excise duties, inspection and certification fees and other public charges arising in connection with the delivery shall be borne by the Customer, unless expressly included in NERAK's offer. If NERAK pays such charges on behalf of the Customer, the Customer shall reimburse NERAK for these costs without undue delay.

4.10 All payments to NERAK shall be made in full, without any deduction or withholding of taxes, duties, levies or other public charges, unless such deduction or withholding is required by mandatory provisions of applicable law.

If the Customer is required by mandatory provisions of applicable law to deduct or withhold taxes or other charges from any payment due to NERAK, the Customer shall increase the amount payable accordingly so that NERAK receives, after such deduction or withholding, the full amount of the remuneration originally agreed upon (gross-up).

The Customer shall, to the extent permitted by applicable law, take into account any applicable tax exemptions, reductions and reliefs, in particular those available under double taxation agreements. NERAK shall provide the necessary and reasonable supporting documentation to the extent legally possible.

Upon request, the Customer shall provide NERAK with appropriate official evidence of any amounts withheld and duly remitted to the competent tax authorities.

5. Delivery, Delivery Periods, Transfer of Risk

5.1 Delivery periods and dates shall only be binding if expressly confirmed as binding by NERAK. Delivery periods shall not commence before all technical issues have been clarified, all necessary documents and information have been received and any agreed down payment has been received.

5.2 Compliance with delivery periods shall be subject to correct and timely delivery to NERAK by its own suppliers, provided that NERAK has concluded a congruent covering transaction and the non-delivery is not attributable to NERAK.

5.3 Unless otherwise agreed, delivery shall be made ex works (EXW). Where the Customer collects the goods, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon the goods being made available for collection at NERAK's works. Where the goods are handed over to the Customer, the risk shall pass to the Customer at the latest upon such handover. If, at the Customer's request, NERAK assumes or organises dispatch, the risk shall pass to the Customer at the latest upon handover of the goods to the freight forwarder, carrier or other person designated to carry out dispatch. This shall also apply in the case of partial deliveries. Any additional services assumed by NERAK (e.g. installation, commissioning) shall remain unaffected.

5.4 If taking delivery (in particular collection or dispatch) is delayed for reasons attributable to the Customer, the risk shall pass to the Customer upon notification of readiness for dispatch. NERAK may charge the Customer for storage costs and other additional expenses. NERAK is entitled to charge storage costs as a lump sum of 0.5% of the net value of the goods per commenced month, but not more than 5% of the net value of the goods; either party reserves the right to prove higher or lower costs.

5.4a If the Customer does not accept the delivered goods or goods notified as ready for dispatch within four (4) months after notification of readiness for dispatch, NERAK shall be entitled, after prior setting of a reasonable deadline, to withdraw from the contract with regard to the part not yet accepted and to claim damages. Further rights of NERAK shall remain unaffected.

5.5 If NERAK is in default of delivery and the Customer proves that it has suffered damage as a result, the Customer may claim lump-sum compensation. Such compensation shall amount to 0.5% of the net price of that part of the delivery which cannot be used in due time or in accordance with the contract due to the delay, for each completed week of delay, but in total not more than 5% of such net price. The Customer remains entitled to prove that no damage or only substantially lower damage has occurred. Further claims due to delay in delivery are excluded; Clause 9 remains unaffected.

6. Force Majeure

6.1 Events of force majeure and other unforeseeable events not attributable to NERAK that materially impede or temporarily render impossible NERAK's performance (e.g. natural events, war, acts of terrorism, pandemics, epidemics, official orders, strikes, lockouts, significant operational disruptions, energy shortages, transport disruptions, failures or disruptions in supply chains) shall entitle NERAK to postpone performance for the duration of the impediment plus a reasonable start-up period.

6.2 If the impediment lasts longer than three (3) months or if it is foreseeable that it will last longer than three (3) months, both the Customer and NERAK shall be entitled to withdraw from the contract in respect of the part not yet performed. Claims for damages arising from such events shall be excluded; Clause 9 remains unaffected.

6.3 NERAK shall inform the Customer without undue delay of the occurrence and the expected duration of an event pursuant to Clause 6.1, insofar as this is possible and reasonable.

4. Retention of Title

7.1 NERAK retains title to all goods delivered (goods subject to retention of title) until all claims arising from the business relationship with the Customer, including ancillary claims and future claims, have been settled in full.

7.2 The Customer is obliged to treat the goods subject to retention of title with due care and to insure them at its own expense to an appropriate extent against customary risks (in particular theft, fire and water).

7.3 The Customer is entitled to resell the goods subject to retention of title in the ordinary course of business, as long as it is not in default of payment. Pledges or transfers of ownership by way of security are not permitted.

7.4 The Customer hereby assigns to NERAK, in advance, all claims in the amount of the final invoice amount (including value added tax) which accrue to it from the resale of the goods subject to retention of title against its customers or third parties. NERAK accepts this assignment. The Customer remains authorised to collect these claims; NERAK shall not collect such claims as long as the Customer meets its payment obligations and no application has been filed for the opening of insolvency proceedings.

7.4a If the Customer uses the goods subject to retention of title within the framework of a contract for work (Werkvertrag), a works supply contract (Werklieferungsvertrag) or an installation contract vis-à-vis third parties (in particular as a system integrator), it hereby assigns to NERAK in advance its resulting claims for remuneration in the amount of the final invoice amount (including value added tax) of the delivered goods subject to retention of title against its principal or third parties. NERAK accepts this assignment. The assignment also covers those remuneration claims which the Customer acquires through combination, mixing or processing of the goods subject to retention of title with other items. Clause 7.4 shall otherwise apply accordingly.

7.5 Any processing or transformation of the goods subject to retention of title by the Customer shall always be deemed carried out on behalf of NERAK as manufacturer within the meaning of Section 950 Bürgerliches Gesetzbuch (German Civil Code – BGB), without this giving rise to any obligation on the part of NERAK to accept the new item or to any other liability. In the event of processing, combining or mixing the goods subject to retention of title with other items not belonging to NERAK, NERAK shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the other items processed at the time of processing, combining or mixing.

7.6 In the event of seizures or other interferences by third parties in the goods subject to retention of title, the Customer shall notify NERAK thereof without undue delay in writing and inform the third parties of NERAK's ownership. Costs and damages arising from such interference and not reimbursed by third parties shall be borne by the Customer.

7.7 In the event of conduct by the Customer in breach of contract, in particular in the event of default of payment, NERAK shall be entitled, after setting a reasonable deadline, to withdraw from the contract and to demand surrender/return of the goods subject to retention of title.

8. Warranty

8.1 Unless otherwise provided for in these GTC, the statutory provisions shall apply to material defects and defects of title in NERAK's deliveries and services.

8.2 The warranty period shall be 12 months from the transfer of risk; where acceptance has been agreed, it shall commence upon acceptance. If acceptance is delayed for reasons attributable to the Customer, the warranty period shall expire at the latest 18 months after the transfer of risk. This shall not apply in the following cases:

- cases under Section 438 (1) No. 2 Bürgerliches Gesetzbuch (German Civil Code – BGB) (buildings and items for buildings);
- intent or gross negligence;
- injury to life, body or health;
- fraudulent concealment of a defect or assumption of a guarantee;
- claims under the Produkthaftungsgesetz (German Product Liability Act).

In such cases, the statutory limitation periods shall apply.

8.3 The Customer shall inspect the delivered goods without undue delay after delivery and shall notify NERAK of any obvious defects without undue delay, but at the latest within five (5) working days after delivery, in writing. Hidden defects shall be notified in writing without undue delay after their discovery. If notification is not made in due time, the goods shall be deemed approved.

8.4 In the event of a justified notice of defects submitted in due time and in the required form, NERAK shall, at its discretion, provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). If subsequent performance fails twice or is unreasonable for the Customer, the Customer may, in accordance with the statutory provisions, reduce the purchase price or – in the case of defects that are not merely insignificant – withdraw from the contract.

8.5 NERAK shall bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, insofar as they are not increased by the fact that the goods have been taken to a place other than the agreed place of delivery or installation.

8.6 No warranty shall exist in particular for defects attributable to:

- improper use or use other than as intended, operation or installation;
- failure to comply with operating, maintenance or installation instructions;
- interventions in, or modifications to, the goods (including software) without NERAK's prior consent;
- use of unsuitable operating materials or substitute materials;
- use of unsuitable spare parts, components, accessories or consumables that are not approved by NERAK and/or are not original parts;
- any repairs, modifications or interventions by the Customer or third parties not authorised by NERAK;
- excessive strain, unsuitable conditions of use, chemical, electrochemical or electrical influences;
- normal wear and tear.

8.7 For wear parts (e.g. seals, belts, bearings, rollers, filters, fuses), the warranty is limited to material or manufacturing defects; wear due to operation does not constitute a defect.

9. Liability

9.1 NERAK shall be liable without limitation

- in cases of intent or gross negligence,
- in the event of injury to life, body or health;
- under the provisions of the Produkthaftungsgesetz (German Product Liability Act);
- to the extent of an expressly assumed guarantee (Garantie);
- in the event of fraudulent concealment of a defect.

9.2 In cases of ordinary negligence, NERAK shall only be liable for loss or damage resulting from the breach of an essential contractual obligation ("cardinal obligation"). In such cases, NERAK's liability shall be limited in amount to the loss or damage typically foreseeable at the time the contract was concluded, but in total to a maximum amount of EUR 10,000,000 for all loss or damage arising out of and in connection with the respective contract. To the extent NERAK maintains a higher sum insured under its liability insurance and the insurer provides cover in the internal relationship, the liability limit shall increase accordingly.

9.3 In no event shall NERAK be liable for loss of profit, business interruption, production downtime, loss of use, loss of data, loss of interest, as well as indirect loss or damage and consequential loss or damage, irrespective of the legal basis. This shall not apply if NERAK has breached an essential contractual obligation (cardinal obligation) within the meaning of Clause 9.2 and the loss or damage was typically foreseeable. In such case, only the limitation of liability pursuant to Clause 9.2 shall apply.

9.4 The above limitations of liability shall apply accordingly to breaches of duty by NERAK's corporate bodies, legal representatives, employees and other persons engaged in the performance of NERAK's obligations (Erfüllungsgehilfen), and to their personal liability.

9.5 Any further liability of NERAK beyond that provided for in this Clause 9 is excluded. The statutory rules on the burden of proof remain unaffected.

10. Service and Maintenance Conditions

10.1 NERAK's service, repair and maintenance services shall – unless expressly agreed otherwise – be provided on the basis of separate service agreements and NERAK's service and hourly rate lists in effect at the relevant time.

10.2 Travel to and from the site, travel times, expenses, accommodation costs, auxiliary materials and consumables shall be invoiced additionally and separately at the rates applicable at the relevant time.

10.3 The Customer is obliged, prior to service visits by NERAK, to place the systems in a condition that enables safe performance of the work in accordance with the applicable safety, occupational safety and health protection regulations. NERAK may charge separately for delays, waiting times or additional efforts due to insufficient preparation or lack of cooperation by the Customer.

10.4 Insofar as certain response or restoration times are agreed in maintenance contracts, these shall – unless expressly stipulated as a guarantee or contractual penalty – constitute target values ("best effort") only. In such case, NERAK shall use best efforts to meet such target values, without thereby establishing any liability irrespective of fault.

10.5 For spare parts installed in the course of service and maintenance services, the warranty provisions of these GTC shall apply accordingly. The warranty period shall be 12 months from installation, insofar as legally permissible and unless otherwise agreed.

11. Software and Licence Use

11.1 Insofar as the scope of delivery includes software (e.g. control software, visualisation, parameterisation tools, diagnostic or interface software), NERAK grants the Customer a non-exclusive, non-transferable right to use the software exclusively in connection with the respective machine supplied, which – unless otherwise agreed – is limited to the period of use of the machine in accordance with its intended purpose.

11.2 The provision of source code is not due, unless expressly agreed.

11.3 The Customer is not entitled to reproduce, modify, decompile, disassemble or otherwise convert the software into human-readable form, unless this is mandatorily permitted by law (in particular pursuant to Sections 69d and 69e Urheberrechtsgesetz (German Copyright Act – UrhG)) or expressly permitted under the contract.

11.4 The Customer may only pass on the software to third parties if it resells the machine with which the software was supplied in its entirety and the third party undertakes to comply with these terms of use. Any further transfer or sublicensing is not permitted.

11.5 The Customer is obliged to take appropriate technical and organisational measures to protect the software against unauthorised access, loss and misuse, in particular to keep passwords, licence keys and access data confidential and to protect them against access by third parties.

11.6 The warranty and liability provisions of these GTC shall apply accordingly to software defects. A defect shall exist only if the software does not conform to the contractually agreed condition/characteristics or is not suitable for the use contemplated under the contract. Insignificant deviations shall be disregarded.

12. Third-Party Intellectual Property Rights / IP Indemnity

12.1 NERAK shall defend the Customer against claims asserted by third parties based on the allegation that the products supplied infringe third-party intellectual property rights (in particular patents, trademarks or copyrights), provided that the Customer informs NERAK without undue delay in writing, provides all relevant documents and grants NERAK sole authority to conduct the defence and settlement negotiations.

12.2 If such infringement is established, NERAK shall, at its discretion and at its own expense, either

- procure for the Customer a right to use the product,
- modify the product so that no intellectual property rights are infringed,
- supply another equivalent product, or
- take back the goods and refund the purchase price.

12.3 The foregoing indemnity shall not apply if the alleged infringement is based on the fact that the product

- was manufactured on the basis of Customer Specifications,
- is used in combination with products not supplied by NERAK, or
- was modified by the Customer or a third party without NERAK's consent.

In such cases, the Customer shall indemnify and hold NERAK harmless from all third-party claims.

13. Spare Parts and Wear Parts

13.1 NERAK generally supplies spare parts and wear parts in accordance with the respective current state of the art. NERAK shall be entitled to supply modified or further developed versions, provided that their use does not impair the functionality and compatibility with the machine.
13.2 Unless expressly agreed otherwise, the provisions above regarding delivery, transfer of risk, warranty and liability shall apply accordingly to spare parts.

13.3 Due to their function, wear parts are subject to increased, operation-related wear. Warranty claims shall exist only if a material or manufacturing defect is present; normal wear and tear does not give rise to defect claims.

14. Confidentiality and Protection of Trade Secrets

14.1 The Customer undertakes to treat as confidential all information of a technical or economic nature which is not generally known and which becomes accessible to it in the course of the business relationship with NERAK, in particular drawings, plans, samples, software, specifications, prices, conditions, know-how and other business and trade secrets, and to use such information exclusively for the purposes contemplated under the contract.

14.2 The confidentiality obligation shall continue to apply after termination of the business relationship.

14.3 The confidentiality obligation shall not apply to information

- which was already lawfully known to the Customer without an obligation of confidentiality at the time of receipt,
- which was already generally known at the time of transmission or becomes generally known without a breach of these GTC,
- which the Customer has lawfully obtained from third parties without an obligation of confidentiality, or
- whose disclosure is required by mandatory statutory provisions or by an official or court order.

In the latter case, the Customer shall – to the extent legally permissible – inform NERAK in advance of the disclosure.

14.4 The Customer shall take appropriate organisational and technical measures to protect the confidential information against unauthorised disclosure, use or loss.

14.5 The Customer shall not be entitled to analyse, reverse engineer, reproduce, rebuild or otherwise examine the products, machines, systems, components, constructions, circuit diagrams, safety concepts, control architectures or other technical solutions supplied by NERAK, in whole or in part, in a manner aimed at technical reconstruction, functional analysis or reproduction ("Reverse Engineering"). This prohibition particularly includes:

- examination or disassembly of mechanical, electrical, pneumatic or hydraulic components;
- analysis of design principles, drawings, layouts, CAD/3D models and technical documentation;
- analysis of circuit diagrams, safety circuits, control architectures, wiring and electrical systems;
- examination of software, firmware, control logic, PLC/SPS programmes, parameter settings and interfaces.

Only the statutory permissions for software pursuant to Sections 69d and 69e Urheberrechtsgesetz (German Copyright Act – UrhG), to the extent they are mandatory, shall remain unaffected. Any analysis, disclosure or use beyond this is excluded.

15. Compliance and Code of Conduct

15.1 The Customer undertakes to comply with all statutory provisions applicable to it in the context of the business relationship with NERAK. This includes in particular:

- respect for human rights and human rights due diligence obligations;
- compliance with labour and social standards, including regulations on working time and minimum wage;
- compliance with health, occupational and fire safety regulations;
- compliance with applicable environmental regulations;
- compliance with anti-corruption regulations, criminal law provisions and anti-money laundering obligations;
- compliance with competition and antitrust law, in particular the prohibition of price fixing, market allocation and other inadmissible restraints of competition.

15.2 The Customer undertakes:

- not to use or tolerate child labour or forced labour;
- not to practise discrimination on the grounds of origin, gender, religion, belief, disability, age or sexual identity;
- to provide its employees with fair and safe working conditions.

15.3 The Customer undertakes to refrain from any form of corruption, bribery, being bribed, the granting or acceptance of undue advantages, or other unfair business practices. It shall obligate its employees, representatives, suppliers and subcontractors accordingly.

15.4 The Customer shall not take any measures aimed at circumventing or violating competition or antitrust regulations, in particular shall not enter into inadmissible agreements regarding prices, quantities, territories or customers.

15.5 NERAK shall be entitled to request, to a reasonable extent, evidence of compliance with the above compliance obligations. NERAK may in particular request suitable documents (e.g. internal guidelines, certifications, audit reports) or, in individual cases – following prior notice and subject to appropriate confidentiality and data protection standards – carry out audits or have them carried out by independent third parties, insofar as there is a legitimate interest in this (e.g. in the event of a concrete suspicion of serious violations).

15.6 In the event of a serious breach or a justified suspicion of a serious breach by the Customer of the obligations under this Clause 15, NERAK shall, after duly balancing the interests involved, be entitled:

- to temporarily suspend performance of the contract in whole or in part (in particular to withhold deliveries and services) and/or
- to terminate the contract for good cause with immediate effect or to withdraw from it,

provided that the Customer has previously been given the opportunity, where reasonable, to comment on and remedy the breach. Claims of NERAK for damages shall remain unaffected.

16. Sustainability and Environmental Standards

16.1 The Customer undertakes, in the context of the use, operation, maintenance and disposal of the products supplied by NERAK, to comply with the applicable environmental and resource protection regulations.

16.2 The Customer shall endeavour to ensure the most resource-conserving and sustainable use of the products possible, in particular with regard to energy efficiency, waste prevention and proper disposal and/or recycling of components and materials.

16.3 The Customer shall refrain from anything that is directly related to the products supplied by NERAK and which, in an obvious manner, leads to substantial and avoidable adverse environmental impacts.

17. Data Protection

17.1 NERAK processes the Customer's personal data (e.g. contact details of contact persons) exclusively in accordance with the applicable data protection provisions, in particular the EU Datenschutz-Grundverordnung (DSGVO) (EU General Data Protection Regulation) and the Bundesdatenschutzgesetz (BDSG) (German Federal Data Protection Act).

17.2 Details regarding the processing of personal data, the purposes, legal bases, retention periods and the rights of data subjects are set out in NERAK's separate data protection notices, available at: www.nerak.com

17.3 The Customer is obliged to inform the data subjects within its area of responsibility (in particular its own employees) about the data processing by NERAK in accordance with the statutory requirements.

18. Export Control and Sanctions Compliance

18.1 Performance of NERAK's contractual obligations is subject to the condition that such performance does not conflict with any national or international foreign trade, export control or sanctions laws and regulations. This applies in particular to EU, US and UN sanctions and embargo regulations as well as national laws.

18.2 The Customer undertakes to comply with all applicable export, foreign trade and sanctions laws and regulations and not to deliver/supply or use the products in countries, to persons or organisations for which export or use prohibitions or restrictions apply.

18.3 At NERAK's request, the Customer shall provide all information and documents required for the assessment of export control- or sanctions-related requirements.

18.4 NERAK shall be entitled to suspend deliveries and services or to withdraw from the contract if, after conclusion of the contract, it transpires that performance of the contract would contravene export control or sanctions laws and regulations, or if such laws and regulations are amended and performance of the contract thereby becomes unlawful or unreasonable to be expected. Any claims for damages by the Customer are excluded to that extent; Clause 9 remains unaffected.

19. Place of Jurisdiction, Place of Performance, Applicable Law

19.1 The place of performance for all obligations arising from the contractual relationship shall – unless expressly agreed otherwise – be the registered office of NERAK.

19.2 The place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall – insofar as the Customer is a merchant, a legal entity under public law or a special fund under public law – be the court having jurisdiction over the registered office of NERAK. However, NERAK shall also be entitled to bring an action against the Customer at its general place of jurisdiction.

19.3 The law of the Federal Republic of Germany shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Conflict-of-laws provisions that would lead to the application of foreign law are excluded.

20. Final Provisions

20.1 Amendments and supplements to the contract and to these GTC must be made in text form in order to be valid, unless a stricter form is required by law. This shall also apply to any amendment of this text form requirement.

20.2 Should individual provisions of these GTC be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. In place of the invalid or unenforceable provision, a valid and enforceable provision shall be deemed agreed which comes as close as possible to the economic purpose of the invalid provision. The same shall apply in the event of any gaps.

21. Language Version

This English version is provided for convenience only. In the event of any discrepancy or inconsistency between the German and the English versions, the German version, titled “Allgemeine Geschäftsbedingungen (AGB) für Lieferungen und Leistungen der NERAK GmbH Fördertechnik (NERAK)”, as available at www.nerak.com, shall prevail.

Hambühren, October 2026

Wieland Wegge

Geschäftsführer / CEO