General Terms and Conditions (GTC)

of the company PES Engineering Service GmbH, Am Keuper 14, 90475 Nürnberg, hereafter referred to as „PES".

1. General

The General Terms and Conditions also apply to all future business between the contract parties, without requiring additional notification thereof. They shall also apply if we do not refer to them specifically in the context of future contracts, including cases in which we supply deliveries or services to the customer knowing about the customer's Terms and Conditions where these Terms and Conditions are contrary to or different from our General Terms of Sale.
Our services are subject exclusively to the laws on contracts for work and services. Any diverging general terms and conditions or terms and conditions of purchase or conditions of procurement of the customer shall not be binding on us, even if we do not reject them explicitly.

2. Offers and contract signing, specification of services

2.1. Our offers towards the costumers shall be binding for us for no less than four weeks. Additional agreements, changes and specifications for performance must be confirmed by us in writing.
2.2. We reserve all ownership and copyrights with respect to all estimates of costs, drawings and proposals prepared by us or according to our factory standards. These may not be made accessible to third parties without our express written consent and they are to be sent back to us immediately, free of charge.
2.3. The services provided by us are finally defined with the service and interface description in our offers. Any further services that exceed the limit as mentioned in the services and interface description within the offer, have to be agreed on again separately.

3. Payment conditions, payment default

3.1. Our terms of delivery and payment, which the client agrees to also shall apply exclusively, including for future business, even if not expressly referred to but previously issued to the customer in connection with an order acknowledged by us. Our Terms and Conditions of Delivery and Payment shall also apply exclusively in cases where the order placed is contrary to our Terms and Conditions, even if we do not raise any objection. Deviations apply only if they have been expressly acknowledged in writing by us.
3.2. The prices agreed upon conclusion of the contract shall apply; in particular, these shall be the prices indicated on the order form. All prices are net plus statutory VAT in the amount valid at the time. All public charges (taxes, fees, customs duties, etc.) that are incurred from or in connection with the conclusion or handling of the contract outside of the Federal Republic of Germany shall be borne by the customer.
3.3. In case of an attendant change in the scope of performance according to II.3. the services that are granted in addition to the consideration will be charged for separately.
3.4. Accounts receivable are due for payment within 14 days from the date of invoice, insofar as no other credit period was agreed upon. Default interest in compliance with § 288 BGB (Federal Statutes at Large) will be calculated from the day of expiry of the settlement date with reservation.
3.5. All payments are exclusively payable to the bank accounts mentioned in our offers and calculations.
3.6. We are entitled to assign entitlements arising from our business relationships.
3.7. If the buyer defaults on any payment obligations, all outstanding claims are immediately due. In the case of default, while simultaneously reserving the right to assert further damage, PES is entitled to change interest equaling the rate of usual bank debit interest but at least 8 % over the basic interest rate of the European Central Bank.

4. Period of delivery and performance, delay in performance

4.1. Agreed stages of production apply only approximately, unless a fixed timetable is expressly agreed upon in writing. Our adherence to our obligation of delivery presupposes timely and proper fulfilment of the costumer's obligations. Any agreed delivery period shall not begin before receipt of an advance payment if such payment has been agreed, nor before any documents, permits or releases etc., required for our performance and to be obtained by the customer have been received. We reserve the defence that the contract was not fulfilled. In the event of force majeure or other unusual circumstances which werenot foreseeable by us at the time of conclusion of contract and are not attributable to us (e.g. disruption of business operations as a result of fire, water and similar circum-stances, earthquake, failure of production facilities and machinery, late delivery or non-delivery by suppliers as well as interruption of business operations due to shortage of raw materials, energy or manpower, strikes, lawful lockouts, difficulties in the procurement of transport, disruptions to traffic, sabotage, embargoes, intervention by official bodies), we shall have the right - insofar as we are prevented through circumstances of the aforesaid kind and without any fault on our part from ful-filling our duties in a timely manner - to defer supply of goods or services for the duration of the impediment plus a reasonable restarting period. If the delivery of the goods or services is thereby delayed by more than one month, both parties shall be entitled to rescind the contract concerning the volumes affected by the impediment to delivery excluding any claims to damages. We shall only be in default after expiry of a reasonable grace period granted by the customer.
4.2. Should delivery dates be exceeded by us and we are responsible for this, the costumer has the right, after the end of an appropriately grace period, to withdraw from the contract.
4.3. In case of delay our liability for damages shall be limited according to the regulations in subclause 8.

5. Performance of work

5.1. PES carries out the range of installation assignments independently using qualified supervisory staff, hand and installation tools and common expedients.
5.2. PES is entitled to work with subcontractors for deliveries and services.
5.3. PES is entitled to work with special companies for lifting equipment.
5.4. PES ensures to keep to the statutory provisions for accident prevention regulations in accordance with German law. Furthermore the client has to announce specific safety requirements before the order has been placed, especially about accident prevention regulations to any foreign law.
5.5. Before attendance PES needs to have access to the clients´ information that are neccessary for the proper and competent delivery and services.
5.6. The client cares for an unrestricted and full access at floor-level to the mounting surfaces as well as for the fact that the mounting surfaces are at ground level and in a ready-to-assemble condition.
5.7. The client has to inform PES before any binding offer about all relevant conditions for the service provided. These include, for example, nature of the soil, limited access, little standing space and special security measures.
5.8. The client, occassionally, has to ensure that a authorized supervisor or experienced system operators are at the disposal.

6. Reservation of title

6.1. We retains title to all goods until full payment has been effected for all our claims against buyer resulting from their mutual commercial dealings. We are entitled to surrender the claims from our business relations. The buyer is entitled to sell the goods under reservation of title within accepted business practices.
6.2. As collateral, buyer assigns to seller already at this time all claims against third parties from the re-sale. Buyer can collect these amounts for our account until cancellation or completion of buyer's payments to us. He is not entitled to other dispositions, especially regarding the transfer by way of security and to pledge.
6.3. Retention of title is subject to the condition subsequent that ownership of the reserved goods shall pass to the customer upon complete discharge of the total outstanding debt at the time. If the value of the securities exceeds the amount due to us by more than 20 %, we will release an appropriate part of the securities in our option if so requested by the buyer.

7. The customer's rights in the event of deficiencies

7.1. For deliveries of fungible goods the following shall apply: Obvious defects, wrong deliveries and or any other deficiencies must be reported in writing by the client without undue delay, however not later than 7 days after receipt of the good. The customer shall notify us in writing of hidden defects within 7 days of their discovery. Upon request, the defective goods are to be sent to us first for examination.
7.2. For the installation and storing of machines and devices as well as for the production and delivery of unreasonable objects the following shall apply:

- If the goods or services supplied by us are faulty, the customer has a claim to late fulfilment which we shall render at our discretion by the supply of faultless products or by the removal of defects.
- If we should not be prepared to provide supplementary performance or is this unacceptable for the customer, especially if such fulfilment is delayed beyond the date set for, the client is entitled to choose either to rescind the contract or to demand a reduction of the purchase price or the wages (reduction) or to use the right to receive or independently seek a remedy and claim damages instead of delivery. A reworking measure shall be deemed to have failed following the third unsuccessful attempt, if no other measures have been determined due to the nature of the measures. If the selected service is a construction service within the meaning of Section 634 of the German Civil Code, the costumer is not entitled under the above conditions to withdrawal. Any right to withdrawal to which the customer may be entitled due to such circumstances remains unaffected by this limitation of liability.
- The client shall lose his/her warranty claims in case of obvious defects if these are not announced by the client in writing within 14 days after completing our work. If the customer has incurred damage or suffered from futile expenditures resulting from non-conformity in goods delivered by us, our liability in this instance is defined according to Section 8.

8. Liability

8.1. Our company shall only be liable for damage or futile expenses - independently of their legal basis - if such damage or futile expenses

- were caused by us or by one of our vicarious agents by culpable violation of an obligation whose fulfilment is essential to the proper execution of the contract in question and on whose fulfilment the customer may ordinarily rely (essential contractual obligation), or
- result from grossly negligent or intentional violation of contractual obligations by us or by one of our vicarious agents.

8.2. If we are liable for the breach of a material contractual obligation according to No. 8.1 without the existence of a grossly negligent or intentional behavior on our side, our liability for damages is restricted to the foreseeable and typically occurring damages. In this case we shall not be liable in particular for the customer's lost profit and indirect consequential losses which were not foreseeable. The limitations of liability set out in item 8, sentences 1 and 2 equally apply for damage caused by our employees or agents by gross negligence or intent, unless the persons in question are managing directors or executives of our company.

8.3. PES ssumes liability for damages only according to the Terms and Conditions of their insurance policy. For damages caused by deliveries or services during the assembly work we shall be liable within the scope of our subcontractors´ assembly insurance, insofar as these circumstances are beyond our control and if these circumstances were not caused roughly negligently.

8.4. PES is liable for personal injury and damage to property according to the Terms and Conditions of their public liability insurance, insofar as these circumstances are beyond our control and if these circumstances were not caused roughly negligently. If the product we delivered is lacking a guaranteed feature, we shall be liable only for those damages whose absence was covered by the guarantee.

8.5. Any liability to damages beyond that stated in the preceding paragraphs 8.1 to 8.5 is excluded - without regard to the claim asserted

8.6. Within the due period. This holds particularly also for damage claims ensuing from fault at conclusion of contract according to § 311 par. 3 BGB, concrete violation of contract according to § 280 BGB or due to delinquent claims according to § 823 BGB.

8.7. Insofar as the damage compensation claims towards us are barred or limited according to the paragraphs VIII 1. to 5., this is also applicable regarding the personal damage compensation of our employees, workers, staff members, representatives, and vicarious agents.

9. Place of performance, venue and jurisdiction

9.1. The place of performance as well as the jurisdiction and venue for any claims between ourselves and merchants or public law entities or funds under public law shall be the principal place of business of our company unless an imperative provision of law applies. In addition, we shall be entitled to bring action against a customer under the general statutory jurisdiction of such customer at our discretion.

9.2. Only the laws of the Federal Republic of Germany as applicable between German companies shall apply to the legal relationship between us and the customer or between us and third parties. Application of the stipulations governing international sale of goods (CISG - Convention on the International Sale of Goods) and of German private international law is expressly ruled out.

10. Final regulations

10.1. Should one of the above mentioned provisions be invalid or excluded by a special agreement, this shall hereby not affect the validity of the remaining provisions.

10.2. Customer data within the framework of our mutual business relationships shall be stored in accordance with the Federal law on data protection.

November 2026